

Master License Agreement

Terms Updated March 28, 2023

IMPORTANT! YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT ON BEHALF OF YOUR PROGRAM.

PLEASE READ THIS CAREFULLY!

ALL PAEA MEMBERS THAT DESIRE TO USE THE PAEA ASSESSMENT EXAMS AND ASSESSMENT SCORES ARE REQUIRED TO ENTER INTO THIS MASTER LICENSE AGREEMENT WITH PAEA, WHICH ESTABLISHES THE TERMS AND CONDITIONS FOR USE OF THE PAEA ASSESSMENT EXAMS AND ASSESSMENT SCORES. THE USE OF THE PAEA ASSESSMENT EXAMS AND ASSESSMENT SCORES IS STRICTLY PROHIBITED EXCEPT AS PROVIDED IN THIS AGREEMENT.

This Master License Agreement (“MLA” or “Agreement”) is hereby entered into by Member and the Physician Assistant Education Association (“PAEA”) (individually a “Party” and together the “Parties”) as of the date it is executed by the Parties (the “Effective Date”).

1.0 PURPOSE OF THE AGREEMENT

_____ (“Member”) desires to license and use the PAEA Assessment Exams (as defined in section 2.1) and Assessment Scores (as defined in section 2.3) in Member’s Physician Assistant (“PA”) education program (“Program”) to assess PA Students. PAEA agrees to license the PAEA Assessment Exams and Assessment Scores to Member for use in its Program as provided herein.

2.0 DEFINITIONS

As used throughout this Agreement and in any Assessment Order Form, the following terms shall have the meanings specified below and other terms are defined throughout the Agreement in parentheticals with quotation marks around the defined terms:

- 2.1 PAEA Assessment Exams:** All of the assessments offered by PAEA and made available for licensing pursuant to the terms of this Agreement, which include each of the following:
- **PACKRAT®** (Physician Assistant Clinical Knowledge Rating and Assessment Tool) self-assessment: An objective, comprehensive self-assessment tool for student and curricular evaluation.
 - **End of Rotation™** exams: A set of objective, standardized evaluations intended to serve as one measure of the medical knowledge students gain during specific supervised clinical practice experiences.
 - **End of Curriculum™** exam: An objective, standardized evaluation of a student’s medical knowledge as one component of their readiness for graduation.
- 2.2 Student:** A person enrolled in Member’s Program who is registered for and/or takes any PAEA Assessment exam made available to Member by PAEA pursuant to the terms of this Agreement.
- 2.3 Assessment Score:** A numerical value reflecting a Student’s performance on a particular PAEA Assessment calculated by PAEA based upon the Student’s assessment response data and the number of correct responses by the Student. Assessment Score includes all data collected by PAEA during the administration of the scored assessment.
- 2.4 Assessment Order Form:** The electronic form to be completed by Member or Member’s Authorized Users that identifies the specific titles and quantities of PAEA Assessments to be provided by PAEA to Member pursuant to this Agreement.
- 2.5 Assessment Content:** All content contained within the PAEA Assessments, including but not limited to all graphic images, text, readings passages, hypothetical scenarios, questions, incorrect answer choices, correct answer choices and all related materials included within the PAEA Assessment Exams in accordance with the content outlines for each assessment, not including any test delivery software or coding language which may be attached to the content or in which the content may be embedded for the PAEA Assessment Exams administered via computers.
- 2.6 PAEA Assessment Account (PAEA Assessment Shop and PAEA Assessment Hub):** A secure user account that must be established by Member on the PAEA-hosted, web-based PAEA Member Community, and must be used by Member to: (a)

designate Member's authorized Users, (b) complete and submit Assessment Order Forms, (c) schedule and administer the PAEA Assessments, and (d) retrieve Assessment Scores.

- 2.7 Personal Data:** Any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. The term Personal Data as used in this Agreement does not include Assessment Scores, as defined above.

3.0 MEMBER ACCOUNT, AUTHORIZED USERS AND ADDITIONAL TERMS

- 3.1 Member Account:** In order to use the PAEA Assessment Exams and submit Assessment Order Forms, an authorized representative of Member must first register for a PAEA Assessment Account hosted on the web-based PAEA Member Community. Member's authorized representative will be required to acknowledge and accept the terms of this Agreement and the [PAEA Assessment Exam Policies](#), after which PAEA will create a PAEA Assessment Account for Member and its authorized representative. Member is solely responsible for maintaining the confidentiality and security of Member's PAEA account and password in accordance with this agreement and Member Community Terms and Conditions, and Member agrees to accept responsibility for all activities that occur under Member's account and password. Member agrees that the information Member provides to PAEA in its PAEA Assessment Account, whether at registration or at any other time, will be true, accurate, current, and complete. Member also agrees that Member will ensure that Member's information is kept accurate and up to date at all times in its PAEA Assessment Account. If Member has reason to believe that Member's account is no longer secure (e.g., in the event of a loss, theft, or unauthorized disclosure or use of Member's account ID or password), then Member shall immediately notify PAEA at login-security@PAEAonline.org. Member shall be solely liable for the losses incurred by PAEA or others due to any unauthorized use of Member's account.

- 3.2 Member's Authorized Users:** Member will be permitted to designate authorized users of the PAEA Assessment Shop and Assessment Hub to order, schedule, administer, and proctor PAEA Assessment Exams and to obtain Assessment Scores for Students who have taken the PAEA Assessment Exams. Member shall also be permitted to create new users or designate existing users as authorized users of PAEA Assessment Hub accounts for Students to enable them to take PAEA Assessment Exams administered by Member and for Students to receive their Assessment Scores. Member's authorized users shall be solely responsible for maintaining the confidentiality and security of their respective PAEA Assessment Account and password in accordance with this agreement and Member Community Terms and Conditions, and Member agrees to accept responsibility for all activities that occur under the accounts of authorized users designated by Member. Member shall also have sole and exclusive responsibility and liability for the acts and omissions of its authorized users that relate in any way to (1) the use of PAEA Assessment Accounts by Member or any authorized users established by Member, (b) ordering, use, administration and proctoring of PAEA Assessment Exams, and (c) use of and access to Student Assessment scores. All authorized users designated by Member shall be bound by the terms of this Agreement, including all additional terms, conditions, and policies incorporated by reference into this Agreement and Member shall be liable for the violations of this Agreement by its authorized users and any person acting on its behalf in relation to subject matter of this Agreement.

- 3.3 Additional Terms, Conditions and Policies:** In addition to the terms and conditions set forth in this Agreement and each Assessment Order Form submitted by Member, the use of PAEA Assessment Exams and Assessment Scores by Member and all of Member's authorized users is subject to the terms and conditions set forth in the most current versions of the [PAEA Policies and Procedures Manual](#), [PAEA Privacy Policy](#), the [PAEA Assessment Exam Policies](#), the [BTL Surpass Terms and Policies](#), and any additional posted terms, policies, guidelines or rules applicable to PAEA Assessment Exams and Assessment Scores which may be posted and/or communicated to Members from time to time. All such terms, policies, guidelines and rules are hereby incorporated by reference into and made part of the Agreement.

4.0 TERM AND RENEWALS

This Agreement commences with the Effective Date and will expire on June 30, 2024 (the "Expiration Date"), unless terminated earlier as provided in Section 11.0 or by agreement of the Parties. This Agreement will automatically renew for an unlimited number of consecutive additional one (1) year renewal periods, unless either Party gives the other Party written notice that it will not renew at least sixty (60) days prior to the Expiration Date or the expiration of any renewal period. The time period during which the Agreement is in effect, including any renewal period, shall be referred to herein as the "Term" of the Agreement.

5.0 FEES

Member shall pay PAEA the fees specified by PAEA for the PAEA Assessment Exams ordered by Member and submitted to PAEA in an Assessment Order Form via Member's PAEA Member Community account.

5.1 Invoicing and Payment

Member shall pay PAEA in a timely manner for the PAEA Assessment Exams that Member orders in each Assessment Order Form. Invoices are generated in the Assessment Shop when the order is placed, and all invoiced amounts are due and payable on receipt of the invoice. Exams may be released to Program prior to PAEA's receipt of payment, at PAEA's sole discretion, with valid proof of Member's intent to timely pay the invoices issued to member, such as a Purchase Order. For all outstanding invoices, PAEA will send reminder messages to the authorized representative of the Member who placed the order at forty-five (45) days, sixty (60) days, and seventy-five (75) days with access to the invoice. If PAEA does not receive payment in full for the Exams ordered within ninety (90) days of their release by PAEA, PAEA will restrict access to further exam purchases until the invoice is paid in full and may, in PAEA's sole discretion, prohibit the release of Exams to Member prior to its receipt of the full payment due for all Exams ordered.

6.0 OWNERSHIP AND LICENSES GRANTED

6.1 PAEA-Owned Materials and Licenses Provided to Member

Member agrees that PAEA owns or has obtained the exclusive right, title and interest in and to the PAEA Assessment Exams, Assessment Scores and the Assessment Content (as each of the aforementioned terms is defined in this Agreement), as well as all trademarks, copyrights, Trade Secrets, proprietary processes, documentation, know-how, research, data, and processes related to the creation, design, development, performance, scoring, analysis, marketing, operation or service of the PAEA Assessments created prior to the Effective Date of this MLA, during the Term hereof and at any time following the termination, cancellation or nonrenewal hereof. Nothing in this Agreement shall be interpreted to suggest that PAEA is transferring any of its exclusive rights in the Works to Member. Member shall not disassemble, decompile or reverse engineer the Works, or its component parts. Member has no right to copy any components of the Works, except Assessment Scores, as provided below.

PAEA hereby grants Member a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicenseable, royalty-free, worldwide license to use the PAEA Assessments for which Member has paid pursuant to an Assessment Order Form in strict accordance with the terms and conditions of this Agreement and the most current versions of the PAEA Policies and Procedures Manual and the PAEA Assessment Exam Policies for the purpose of (a) enabling Member to administer the PAEA Assessments to Students as part of Member's Program requirements and (b) scoring the PAEA Assessments in order to provide Assessment Scores to Member.

PAEA hereby grants Member a perpetual, irrevocable, non-exclusive, non-transferable, non-assignable, non-sublicenseable, royalty-free, worldwide license to use and copy the Assessment Scores of Students who have taken PAEA Assessments for which Member has paid pursuant to an Assessment Order Form in strict accordance with the terms and conditions of this Agreement and the most current versions of the PAEA Policies and Procedures Manual and the PAEA Assessment Exam Policies for the purpose of enabling Member to use the Assessment Scores as part of Member's Program requirements for Students and for the educational benefit of the Students who took the PAEA Assessment Exams.

The licenses provided by PAEA to Member are strictly limited to the purposes set forth in this Agreement, and upon termination, cancellation or nonrenewal of this Agreement for any reason, such authorization and license to use the PAEA Assessments shall cease and terminate, but Member may continue to use the Assessment Scores as perpetually licensed herein. All suggestions, improvements, comments, and feedback provided by Member in order to assist PAEA in the development, maintenance, evaluation and validation of the PAEA Assessment Exams shall be considered "Works Made for Hire" and shall become the exclusive property of PAEA. Member agrees to fully cooperate with PAEA in whatever manner may be required for the PAEA to secure, register, perfect and enforce all of its rights in and to the Works. All costs associated with supporting PAEA's exercise of its rights under this provision shall be borne by PAEA.

6.2 Approval for Use of Trademarks and Logos

Neither Party may use the trademark, service mark, or logo of the other Party in its promotional or marketing activities or for any other purpose, other than as provided for in this Agreement, without the prior approval of that Party for each use.

6.3 Special Statement Regarding the Use of Assessment Scores

PAEA strives to calculate and deliver accurate, valid and reliable Assessment Scores in connection with the PAEA Assessment Exams administered by Member. Member understands and acknowledges that Scores reported by PAEA are valid and reliable only to the extent that the Assessment Scores are used in accordance with the intended purposes of the PAEA Assessment Exams. Member acknowledges that PAEA offers no opinion or guidance as to the weight that Members should assign to Assessment Scores in relation to education decisions for Students in the Program operated by Member. Member acknowledges that Member is solely responsible for the use of Assessment Scores, and any and all claims, losses and/or damages arising out of Member's use of Assessment Scores.

7.0 CONFIDENTIALITY

7.1 Definition.

For purposes of this Agreement, "Confidential Information" means and includes any and all materials, data and information provided by the PAEA to Member in relation to the Licenses provided under this Agreement as well as all of the PAEA Assessment Exams, Assessment Scores and the Assessment Content (as each of the aforementioned terms is defined in this Agreement), and related materials developed by PAEA, tests presently in development by PAEA, tests planned for future development by PAEA, information concerning Students (as defined in paragraph 2.1 of this Agreement), information describing or relating to test items, test questions, test answer choices, software, software source documents, microcode and source code, test development processes, test scores, scoring programs, scoring processes, key performance indicators, data analytics, formulas, specifications, practice tests, and test preparation materials. Confidential Information shall also mean and include either Party's information, intellectual property, data, know-how, results, processes, compositions, inventions, methods, materials, finances, sales, pricing, technologies, contracts, short-term and long-term business and marketing plans, strategies, and prospects, suppliers, budgets, projections, research and development, business policies or practices, investigations, investigative methods, legal strategies and any other information, however documented and in whatever form or medium, that is the confidential and proprietary business information of Member or PAEA, and/or a "Trade Secret," as that term is defined in the Uniform Trade Secrets Act, whether in written, oral, electronic, Internet-based, or other form. PAEA and Member agree to protect and hold all Confidential Information in strict confidence and shall not, directly or indirectly, disclose any Confidential Information to any person who is not authorized by the disclosing Party to receive such information or use it for its own benefit or that of any other person or entity. All Confidential Information is and shall remain the sole and exclusive property of the disclosing Party, and the receiving Party shall have no rights or license thereto. Nothing contained herein shall require either Party to disclose any of its Confidential Information to the other.

7.2 Non-Use and Non-Disclosure.

Each Party agrees that commencing on the Effective Date and continuing in perpetuity after the termination of PAEA's engagement with Member (the "Term"), the receiving Party will keep the Confidential Information in the strictest confidence and shall not modify, disclose, recreate, create derivatives, copy or adapt such information for any purpose other than as specifically required to perform its obligations under this Agreement and will not, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than the performance of its obligations under this Agreement or (ii) disclose the Confidential Information to any third party. Each Party agrees that all Confidential Information will remain the sole property of the disclosing Party (except Student Personal Data, which is owned by the Student it identifies). The Parties agree to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information and that each shall have exclusive responsibility for the conduct of their respective employees in relation to the Confidentiality terms of this Agreement. Each Party acknowledges and agrees that disclosure of any Confidential Information without the express written permission of the disclosing Party will cause the disclosing Party irreparable harm for which remedies at law may be inadequate and that any breach or threatened breach of this Agreement by the receiving Party will entitle the disclosing Party to seek injunctive relief, in addition to any other legal and/or equitable remedies available to it, in any court of competent jurisdiction. In the event that any lawsuit or legal proceeding is commenced to enforce or construe a portion of this Agreement, the prevailing party, in addition to any other amounts to which the prevailing party may be entitled or awarded, the non-prevailing party shall be required to pay the reasonable attorneys' fees and costs of litigation incurred by the prevailing party.

7.3 Maintaining Confidentiality.

Each Party shall (i) attempt in every way to prevent intentional and unintentional unauthorized use or disclosure of Confidential Information; (ii) promptly notify the other Party of any unauthorized use, copying or disclosure of Confidential Information; (iii) assist the other Party in investigating and limiting the scope of any potential disclosure by such Party of Confidential Information; and (iv)

mitigate any potential harm that could result from such disclosure. In order to fulfill its confidentiality obligations hereunder, each Party shall abide by the terms contained in Section 8 of this Agreement, Data Protection and Privacy.

7.4 Third Party Confidential Information.

PAEA recognizes that it will receive and process confidential, proprietary and/or protected information of Students subject to a duty on PAEA's part to protect and maintain the confidentiality of such information and to use it only for certain limited purposes. Confidential information from Students may include, but is not limited to, the name, identity, race, other personal identifying information, academic information, personal health records and test scores of the Students that is subject to protection and regulation under international, state and federal laws restricting the collection, processing, use and disclosure of such information, including, but not limited to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g), the federal Health Insurance Portability and Accountability Act (HIPAA) (45 CFR Part 160 and Subparts A, C, and E of Part 164), and other state, federal and international laws. PAEA agrees that during the term of this Agreement and thereafter any such third-party confidential information is considered to be Confidential Information for purposes of this Agreement and PAEA is under the same obligations to maintain the confidentiality of such information as PAEA has to keep Member's Confidential Information confidential. Notwithstanding the foregoing terms, Member acknowledges that while PAEA shall handle and process Assessment Scores as Confidential Information of Students subject to the applicable laws and regulations cited herein, Assessment Scores are the exclusive property of PAEA as provided in Section 6 of the Agreement.

7.6 Notice of Legally Compelled Disclosures.

In the event a Party is required by law to disclose any Confidential Information, such Party shall give the other Party reasonable prior written notice of such required disclosure and shall permit the other Party to seek a protective order or to take appropriate actions to contest the disclosure and shall provide reasonably requested cooperation to the other Party in seeking such protective order or in any other efforts to maintain the confidentiality of the Confidential Information. Each Party shall indemnify, defend and hold the other Party harmless from and against any claims or damages arising from any breach of the obligations contained in this Section, which indemnification obligation shall survive the expiration or termination of this Agreement.

7.7 Return or Destruction of Materials.

Upon termination of this Agreement or upon PAEA's written request at any time, Member shall, at Member's sole expense, destroy all Confidential Information received from or on behalf of PAEA in Member's possession or control and any such information to which Member has access, within thirty (30) calendar days of Member's receipt of the request. If PAEA requests that Member destroy the Confidential Information, Member shall provide a written certification to PAEA that includes a reasonably specific inventory of all the Confidential Information that was destroyed, the date of destruction, all manner of destruction, and a declaration from Member that the contents of the certification are true and accurate.

Upon Member's written request, PAEA shall, at PAEA's sole expense, de-identify all Confidential Information received from Member and Students in PAEA's possession or control and any such information to which PAEA has access, within thirty (30) calendar days of receipt of the request. If Member requests that PAEA de-identify the Confidential Information, PAEA shall provide a written certification to Member that includes a reasonably specific inventory of all the Confidential Information that was de-identified, the date of de-identification, all manner of de-identification, and a declaration from PAEA that the contents of the certification are true and accurate. Assessment Scores, as defined in this Agreement, will not, under any circumstances, be destroyed or deleted as doing so would negatively impact the integrity of Exam performance data and thus, national comparative statistics.

7.8 Continuation of Obligation.

The confidentiality provisions provided herein shall survive the termination and/or non-renewal of the Agreement and/or the termination of the business relationship between the Parties. The Parties shall protect and maintain the secrecy of each other's Confidential Information in perpetuity.

8.0 DATA PROTECTION AND PRIVACY OF PERSONAL DATA OF STUDENTS

PAEA and Member shall comply with the Data Protection and Privacy Terms attached to this Agreement as Attachment A. The Parties agree that the Data Protection and Privacy Terms are material terms of this Agreement. The Parties agree that each of them will be required to provide the other with the Personal Data of Students to enable Member and its Students to participate in the PAEA Assessment Exams as provided under this Agreement. The Parties further agree that they shall comply with all applicable international, federal, and state laws that govern the collection, use, privacy, security, disclosure and transmission of Personal Data and other categories of protected personal information, including, but not limited to, as applicable, the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. 1232g) and the federal Health Insurance Portability and Accountability Act (HIPAA) (45 CFR Part 160 and Subparts A, C, and E of Part 164), in their handling and processing of Personal Data of Students. The Parties represent and warrant to each other that each has the legal authority to share and disclose Personal Data provided to the other Party in connection with the performance of this Agreement, and that each has obtained all required consents and permissions from Students identified by the Personal Data, if such consent or permission is required by applicable law.

9.0 INDEMNIFICATION

9.1 PAEA’s Indemnity

PAEA will indemnify, defend and hold Member and its officers, directors, employees, agents, attorneys, representatives, successors and assigns harmless from and against any and all Losses, as defined herein, arising out of any demands, claims, proceedings, or actions alleging a violation of a third party’s rights based directly or indirectly on the following in relation to Member’s licensing of the PAEA Assessment Exams for which Member has paid pursuant to an Assessment Order Form: any allegation that any part of the Works infringes any third party intellectual property right, provided Member (1) gives PAEA sole control of the defense of such claim, action or proceeding and (2) Member agrees to provide reasonable information and assistance. This Section 9.1 shall not apply to any claim of infringement resulting from Member’s modification or misuse of the Works or combination of the Works with any other materials or product.

9.2 Member’s Indemnity

To the extent permitted under applicable state law, Member will indemnify, defend and hold PAEA and its officers, directors, employees, agents, attorneys, representatives, successors and assigns harmless from and against any and all Losses arising out of any claim, actions, or proceeding based directly or indirectly on Member’s use or administration of the PAEA Assessment Exams, Member’s provision of Personal Data to PAEA in connection with the PAEA Assessment Exams, Member’s use of Assessment Scores, Member’s decisions regarding testing accommodations requested by any Student in relation to the PAEA Assessment Exams, Member’s provision and/or implementation and/or delivery of testing accommodations to any Student who takes the PAEA Assessment Exams, and any Member act or omission related to Member’s use of the PAEA Assessment Exams and/or Assessment Scores. Member’s indemnity will include Member’s grant or refusal of accommodations for Students representing themselves as disabled and PAEA’s compliance with the accommodations approved by Member, provided that PAEA complies with Member’s instructions. If Member is a public institution and applicable state law prohibits Member from indemnifying contractual counterparties, then the foregoing terms of this paragraph shall not apply to Member.

9.3 Losses

“Losses” shall mean (i) the amounts payable by the Indemnified Party to one or more third parties (including any and all liabilities, damages, fines, penalties, costs, expenses, assessments, levies, restitution and forfeitures), whether by means of judgment, settlement, arbitration award, or otherwise; and (ii) the Indemnified Party’s costs and expenses (including any and all expert fees, court costs, reasonable costs of investigation, defense, litigation, settlement, judgment, and appeal, reasonable attorney’s fees in connection with the foregoing or with successfully establishing the right to indemnification under this Section 9, and expenses and any interest and penalties levied on a judgment or arbitration award or payable as part of any settlement).

9.4 Procedures

The Party claiming indemnification under this Section 9 (the “Indemnified Party”) shall promptly notify (and, in the case of any action, suit, arbitration, or judicial or administrative proceeding, shall so notify no later than fifteen (15) days after the Indemnified Party has received notice thereof or has been served with a complaint or other process) the other Party (the “Indemnifying Party”) when it has knowledge of circumstances or the occurrence of any events which are likely to result in an indemnification obligation under this

subsection or when any action, suit, arbitration, or judicial or administrative proceeding is pending or threatened that is covered by this subsection.

Upon request, and to the extent permitted by applicable law, the Indemnifying Party shall have the right to defend, settle, or compromise any such suit or proceeding, at its own expense, provided that: (a) the Indemnifying Party demonstrates to the satisfaction of the Indemnified Party that it is financially able to defend such action and to pay any settlement, award or judgment; (b) counsel retained by the Indemnifying Party are reasonably satisfactory to the Indemnified Party; and (c) no settlement shall be made which imposes any obligations on (other than the payment of money which is made by the Indemnifying Party on behalf of the Indemnified Party), or is prejudicial to, the Indemnified Party, without the prior consent of the Indemnified Party, which consent shall not be unreasonably withheld.

The Indemnified Party shall cooperate with the Indemnifying Party in the defense of any such suit or proceeding, and the Indemnifying Party shall reimburse the Indemnified Party for its expenses with respect thereto, including counsel of its choice. Such cooperation shall include, but not be limited to, the making of statements and affidavits, attendance at hearings and trials, production of documents, assistance in securing and giving evidence and obtaining the attendance of witnesses, provided, however, that in no event shall either Party be required to waive attorney-client or other applicable privileges.

Failure by the Indemnified Party to promptly notify the Indemnifying Party as required by this subsection shall not invalidate the claim for indemnification, unless such failure has a material adverse effect on the settlement, defense, or compromise of the matter that is the subject of the claim for indemnification. In addition, the Indemnified Party shall be responsible for any claims or losses which could have been avoided or mitigated by prompt notice as required by this subsection.

10.0 NO THIRD-PARTY BENEFICIARIES/ LIMITATION OF LIABILITY/ WARRANTY DISCLAIMER

10.1 No Third-Party Beneficiaries

Nothing in this Agreement shall entitle any person (including, without limitation, Students) to any rights as a third-party beneficiary under this Agreement.

10.2 Limitation of Liability

EXCEPT FOR THE OWNERSHIP OBLIGATIONS SET FORTH IN SECTION 6, CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7, DATA PROTECTION AND PRIVACY OBLIGATIONS SET FORTH IN SECTION 8, AND INDEMNITY OBLIGATIONS SET FORTH IN SECTION 9, (“EXCLUDED MATTERS”), IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE) EXCEED THE AMOUNT PAID BY MEMBER TO PAEA DURING THE 12-CONSECUTIVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT TRIGGERING LIABILITY HEREUNDER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, OR BUSINESS, LOSS OF USE, OR INTERRUPTION OF BUSINESS, OR OTHER DAMAGES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR SUCH DAMAGES ARE PERMITTED UNDER APPLICABLE LAW. FOR EXCLUDED MATTERS, THE LIMITATION OF LIABILITY SHALL BE \$2,000,000.

10.3 Warranty by PAEA

PAEA warrants that PAEA owns or otherwise has sufficient rights in the PAEA Assessment Exams, the Assessment Content and the Assessment Scores to grant Member the rights to use the PAEA Assessment Exams and the Assessment Scores as provided herein. PAEA’s breach of this warranty shall be grounds for termination of the Agreement. This warranty shall only be effective and enforceable if Member has used the PAEA Assessment Exams and the Assessment Scores in accordance with the terms of this Agreement, including all incorporated terms, conditions and PAEA policies, and Member has provided PAEA with commercially reasonable notice of any alleged breach of warranty in accordance with the terms hereof.

10.4 Warranty by Member

Member warrants that Member has obtained all permissions and consents of its Students required under applicable law and the terms of this Agreement to provide PAEA with the Personal Data of its Students to enable Member to use the PAEA Assessment Exams and the Assessment Scores as provided herein. Member’s breach of this warranty shall be grounds for termination of the Agreement.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

11.0 TERMINATION

11.1 Termination for Cause. Either party can terminate this Agreement for cause by providing written notice to the other party of one of the below identified grounds for termination and by following the procedures set forth in the Dispute Resolution Procedures set forth below:

- (i) if a party fails to pay the other party any delinquent amounts owed to the other party hereunder;
- (ii) if Member determines that PAEA breached any of the Confidentiality, Ownership or Data Protection provisions of this Agreement;
- (iii) if the other party has committed any material breach of its obligations under this Agreement and all PAEA policies incorporated herein by reference; or
- (iv) upon the institution of bankruptcy or state law insolvency proceedings against the other party, if such proceedings are not dismissed within thirty (30) days of commencement.

11.2 Dispute Resolution Procedures. Upon either party to this Agreement receiving written notice of termination in accordance with any of the above grounds for termination, the Parties agree to follow the procedures set forth in this section prior to filing or serving any legal action or proceeding in any court, unless the ground for termination is PAEA's alleged breach or anticipated breach of the Confidentiality, Ownership or Data Protection provisions of the Agreement.

(i) First, the party alleged to have breached the Agreement shall have fifteen (15) calendar days to cure the breach that shall begin to run from the date the written notice of breach was received (the "Cure Period").

(ii) If, after the expiration of the Cure Period, the party alleging a breach is not satisfied that the alleged breaching party has cured, the party alleging the breach shall deliver a written Notice of Mediation to the alleged breaching party, setting out the allegations of fact underlying the alleged breach, and identifying the specific terms of the Agreement that may have been breached.

(iii) The Parties agree to meet and confer in a face to face or virtual video meeting ten (10) calendar days after delivery of the Notice of Mediation and participate in a good faith negotiation to settle and finally resolve the dispute described in the Notice of Mediation.

(iv) If, after meeting and conferring in good faith, the Parties still have not resolved the alleged breach described in the Notice of Mediation, the Parties shall, within a period of ten (10) calendar days after the failure of the Parties to resolve the matter at their good faith meet and confer session, jointly select a neutral mediator who will hold a face-to-face mediation with the senior representatives of the Parties and make a recommendation of settlement to the Parties. Such face-to-face mediation shall be scheduled within an additional thirty (30) calendar days after the appointment of the neutral mediator. If the Parties reject the recommendation of the neutral mediator in writing, then, and only then, may either or both Parties proceed with litigation.

(v) Neither party shall pursue any legal action against the other in any court or other proceeding until the dispute resolution procedure provided in this paragraph has been executed in good faith and exhausted and resulted in either no resolution or an incomplete resolution of the dispute.

(vi) For the benefit of clarity, it is the intent of the Parties that the earliest that either Party could initiate a legal action against the other in court under this Agreement is sixty-five (65) days after the party delivers written notice of a material breach of the Agreement.

(vii) Notwithstanding any of the foregoing terms, either Party may, at its sole discretion, avoid the dispute resolution procedures set forth above and immediately file a legal action or proceeding in any court of competent jurisdiction if the filing Party has determined in good faith that the other Party breached any of the following Sections of the Agreement: 6.0 Ownership and Licenses Granted, 7.0 Confidentiality, 8.0 Data Protection and Privacy, 9.0 Indemnification, and 12.0 Right to Audit and Investigate.

11.3 Performance Until Termination

Notwithstanding the delivery of a notice of default or notice of termination by either Party to the other, all obligations to perform services and to pay for such services shall continue in effect and be duly observed and complied with by both Parties until the effective date of termination.

12.0 RIGHT TO AUDIT AND INVESTIGATE

Member agrees that PAEA shall have the right no more than once per calendar year to audit, at PAEA's sole expense, Member's compliance with the terms of this Agreement and conformance to all PAEA policies incorporated by reference into this Agreement. Such audit rights shall extend to all components of Member's performance of the Agreement. Member shall fully cooperate with any audit by PAEA and, following commercially reasonable written notice by PAEA, provide copies of and/or access to all requested information and data controlled or possessed by Member and its contractors and agents that relate to the performance of the Agreement. All information received in an audit shall be treated as Confidential Information of the Party that delivers it. PAEA shall also have the right to investigate, in its sole discretion and at its sole expense, any incident, event, allegation, suspicion or situation that may threaten the integrity or validity of the PAEA Assessment Exams or Assessment Scores. Member shall cooperate in all such investigations by promptly producing all documents, data and electronically stored information requested by PAEA in relation to its investigation. Member shall also produce and make available, at a mutually agreed time and place, all employees for in-person or synchronous virtual video interviews by investigators and other agents appointed by PAEA to complete any such investigation related to the integrity or validity of the PAEA Assessment Exams or Assessment Scores. Member and its employees, contractors and authorized agents shall reasonably cooperate in any audit or investigation by PAEA. In addition to the audit rights specified above, PAEA reserves the right to audit any PAEA Assessment administration by Member or its employees, contractors, with or without prior notice to Member. Member, its employees and contractors shall cooperate with all audits of PAEA Assessment administrations. In the case of any PAEA Assessment exam administered by Member through the use of a third-party remote-proctoring vendor, PAEA shall also have the right to review and audit, on its own or through a third party contractor of PAEA's choice, all recorded PAEA Assessment exam administration session video, audio and test session data for PAEA's auditing purposes, and Member shall promptly provide PAEA and its third party vendor with all requested assessment administration data and any software needed to review all such data.

13.0 RELEASE OF INFORMATION AND MEDIA INQUIRIES

Member shall promptly refer all media and/or press inquiries related in any way to this Agreement or the PAEA Assessment Exams or Assessment Scores directly to PAEA and Member shall not make any public comments about the PAEA Assessment Exams or Assessment Scores without giving PAEA commercially reasonable advance written notice. PAEA shall promptly refer all media and/or press inquiries related in any way to Member's Program and the PAEA Assessment Exams or Assessment Scores directly to Member and PAEA shall not make any public comments about Member's Program in relation to the PAEA Assessment Exams or Assessment Scores without giving Member commercially reasonable advance written notice. All notifications required by the Parties under this paragraph shall be provided to each other in writing via email.

14.0 NOTICES

Any notices or other communications required or which may be given by either Party to the other Party under this Agreement, shall be in writing and may be sent by email, with read receipt requested, or by overnight courier, with a verified receipt, or by registered or certified mail, postage prepaid and addressed to the address listed in the PAEA Member Community and to the email of Member's Authorized Representative, or to such other address as the Parties shall subsequently designate to each other by notice given in accordance with this Section 14. Such notice shall be deemed to be sufficiently given when the receiving Party receives the original.

FOR PAEA: PAEA Assessment
655 K Street NW, Suite 700
Washington, DC 20001
Email: Legal@PAEAonline.org

with a copy to PAEA Legal Counsel at:

Marc J. Weinstein PLLC
Outside General Counsel to PAEA
Email: marc@mjweinsteinlaw.com

15.0 INDEPENDENT CONTRACTOR

The Parties agree that PAEA's relationship to Member under this Agreement is that of an independent contractor, and that neither Party is an agent or employee of the other.

16.0 PREVAILING PARTY

The unsuccessful Party in any action or proceeding shall pay for all costs, expenses and reasonable attorney's fees (including cost of inside counsel) incurred by the Prevailing Party or its agents or both in enforcing the terms and conditions of this Agreement. The term "Prevailing Party" as used herein shall include without limitation a party who utilizes legal counsel and brings or defends an action, suit, or judicial or administrative proceeding involving an alleged breach or default under this Agreement and, if the plaintiff, obtains substantially the relief sought (whether by compromise, settlement, award or judgment) or, if the defendant, the plaintiff fails to substantially obtain the relief sought. In the event that neither Party can be considered the Prevailing Party, the judge shall have the discretion to equitably apportion costs and attorney's fees and expenses.

17.0 APPLICABLE LAW AND JURISDICTION

Agreement and all related disputes shall be construed and governed by the laws of the District of Columbia, without reference to principles regarding conflict of laws. All disputes related to this Agreement shall be heard in a Court of competent jurisdiction in the District of Columbia, and the Parties consent to the jurisdiction of any such court in the District of Columbia and agree that venue is appropriate there. Notwithstanding the foregoing terms of this paragraph, if Member is a public institution bound by the laws of the state where Member is located, the laws of the state where Member is located shall govern the Agreement, and the foregoing terms of this paragraph shall not apply to Member.

18.0 FORCE MAJEURE

Neither Party shall be liable for delay or failure in performance of any of its obligations under this Agreement (other than payment obligations) when such delay or failure arises from events or circumstances beyond the reasonable control of such Party, including, without limitation, acts of God, fire, flood, war, explosion, pandemic, epidemic, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity, supplier delays, communications or power failure that are not caused by PAEA, equipment or software malfunction not caused by PAEA and which are of a general nature within commerce (i.e. a general failure of the Windows Operating System or similar type of failure), or labor disputes.

19.0 NO WAIVER

No failure on the part of either Party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

20.0 ASSIGNMENT

Neither Party may assign, sublicense or otherwise transfer this Agreement, or any part thereof, without the prior written approval of the other Party, which approval shall not be unreasonably withheld. A copy of the proposed contract shall accompany any such request for approval of a proposed assignment between the Party and the proposed assignee/subcontractor. PAEA may, without the necessity of Member's consent, assign its rights and obligations under this Agreement to (a) any subsidiary or affiliate of PAEA or (b) any successor in interest pursuant to merger or acquisition.

20.0 INTERPRETATION

The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include other genders or numbers where the context so indicates or requires. Unless otherwise expressly provided, references to days, months or years are to calendar days, months or years. Person or persons include individuals, partnerships, corporations, government agencies or other entities. Section headings are included for convenience only and are not to be used to construe or interpret this Agreement.

21.0 ELECTRONIC SIGNATURES

PAEA shall be deemed to have signed and executed this Agreement upon Member's acceptance of the Terms via click-through agreement as indicated below. Member shall also be deemed to have signed and executed this Agreement upon Member's acceptance of the Terms via electronic click-through agreement as indicated below. The Parties agree that these electronic signature mechanisms shall have the same meaning and force of law as ink signatures of their authorized representatives on a paper contract.

22.0 SURVIVAL BEYOND TERMINATION OR EXPIRATION

It is mutually agreed that any and all obligations arising under Sections 1.0 Purpose, 2.0 Definitions, 5.0 Fees, 6.0 Ownership and Licenses Granted, 7.0 Confidentiality, 9.0 Indemnification, 10.0 No Third-Party Beneficiaries/Limitation of Liability/Warranty Disclaimer, 12.0 Right to Audit and Investigate, 14.0 Notices, 16.0 Prevailing Party and 17.0 Applicable Law shall survive any termination, cancellation, non-renewal or completion of this Agreement.

23.0 SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement.

24.0 MODIFICATIONS

This Agreement can be modified only by a writing signed by both Parties.

25.0 ENTIRE AGREEMENT

This Agreement, including the most current versions of the [PAEA Policies and Procedures Manual](#), [PAEA Privacy Policy](#), the [PAEA Assessment Exam Policies](#), the [BTL Surpass Terms and Policies](#), and all additional posted terms, policies, guidelines or rules applicable to the PAEA Assessments and Assessment Scores incorporated herein by reference, constitutes and expresses the entire agreement and understanding between the Parties regarding all the matters herein referred to, and supersedes all previous discussions, promises, representations, and understandings relative thereto, if any, between the Parties. The Parties explicitly agree that any Purchase Order or other ordering document or payment authorization document required by Member shall not alter the terms of this Agreement and shall have no legal effect on the rights and responsibilities of the Parties in relation to the topics covered by this Agreement.

THIS AGREEMENT IS HEREBY ACCEPTED AND EXECUTED BY PAEA UPON MEMBER'S ACCEPTANCE BELOW.

BY SIGNING THIS AGREEMENT, ACCESSING OR UTILIZING ANY PAEA ASSESSMENT EXAM, THE PERSON SIGNING ON BEHALF OF MEMBER IS REPRESENTING THAT (1) THEY HAVE THE LEGAL AUTHORITY TO BIND MEMBER TO THIS AGREEMENT AND (2) MEMBER UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL INCORPORATED POLICIES.

IF MEMBER'S REPRESENTATIVE DOES NOT HAVE THE LEGAL AUTHORITY TO BIND MEMBER TO THIS AGREEMENT OR MEMBER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT AND ALL INCORPORATED POLICIES, DO NOT SIGN.

<<Electronic Signature page to be added>>

ATTACHMENT A TO THE MASTER LICENSE AGREEMENT

DATA PROTECTION AND PRIVACY TERMS

The Data Protection and Privacy Terms provided in this Attachment A are hereby incorporated by reference and made part of the Master License Agreement (the “Agreement”).

1. Definitions

Capitalized terms used throughout the Data Protection and Privacy Terms shall have the meanings previously defined in the Agreement, defined in this section below or otherwise provided in this Attachment where the term appears in quotation marks.

1.1 The term “Authorized Persons” means Member’s employees, contractors, service providers, subcontractors, agents, sub-Processors, attorneys, and auditors who have a need to access, use and process the PAEA Data to enable Member to perform its obligations under this Agreement. All Authorized Persons shall be bound in writing by confidentiality, use and security obligations sufficient to protect PAEA Data in accordance with the terms and conditions of this Agreement.

1.2 The term “PAEA Data” means all information provided by PAEA and/or its third-party service providers to Member and/or its Authorized Persons, including but not limited to PAEA Assessment Exams, Personal Data and Assessment Scores, in connection with Member’s performance of this Agreement, that is received, transmitted, processed or stored on computers, electronic media, or cloud sites, remotely or locally, by Member or any of its Authorized Persons, as well as any information derived from such information. PAEA Data includes, without limitation: (a) information on paper or other non-electronic media provided to Member for computer processing or storage, or information formerly on electronic media; (b) information provided to Member by PAEA’s customers, members, stakeholders, vendors or other third parties on PAEA’s behalf; (c) Confidential Information and Trade Secrets, as those terms are defined in the Agreement; and (d) Personal Data, as that term is defined the Agreement.

1.3 The term “Security Breach” means any event, act or omission that may reasonably compromise or materially compromises either the security, confidentiality or integrity of PAEA Data or the physical, technical, administrative or organizational safeguards put in place by Member or Authorized Persons that relate to the protection of the security, confidentiality, privacy or integrity of PAEA Data or a breach or alleged breach of this Agreement relating to such data protection or privacy practices.

2. Protection of PAEA Data

(a) Member acknowledges and agrees that, while participating in the administration of PAEA Assessment Exams pursuant to the Agreement, Member and its Authorized Persons will receive or have access to PAEA Data. Member further agrees that it shall be deemed a Processor and/or Service Provider and that PAEA shall be deemed a Controller in relation to the PAEA Data under applicable law. Member and its Authorized Persons shall comply with the terms and conditions set forth in the Agreement in its collection, receipt, access, transmission, export, processing, storage, disposal, use and disclosure of such PAEA Data and be responsible for their unauthorized collection, receipt, access, transmission, export, processing, storage, disposal, use and disclosure of PAEA Data.

(b) PAEA Data is deemed to be Confidential Information of PAEA and is not Confidential Information of Member.

(c) In recognition of the foregoing, Member agrees and covenants that it and its Authorized Persons shall:

(i) keep and maintain all PAEA Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure of PAEA Data;

(ii) use, process and disclose PAEA Data solely and exclusively for the purposes for which the PAEA Data, or access to it, is provided pursuant to the terms and conditions of this Agreement and all applicable incorporated PAEA policies, including the [PAEA Policies and Procedures Manual](#), [PAEA Privacy Policy](#), the [PAEA Assessment Exam Policies](#), the [BTL Surpass Terms and Policies](#);

(iii) limit the collection, processing, use, storage, and disclosure of Personal Data to that which is reasonably necessary to perform Member’s obligations under the Agreement and to fulfill all applicable legal requirements, and provide clear and conspicuous notices and information to Students on all Student-facing websites, electronic and printed communications with Students regarding the uses of Personal Data; and

(iv) not, directly or indirectly, disclose PAEA Data to any person other than to Authorized Persons without express written consent from PAEA, unless and to the extent required by a lawfully issued Court Order or as otherwise required by applicable law, in which case Member shall notify PAEA before such disclosure or as soon thereafter as reasonably possible.

3. Data Security Safeguards and Compliance

(a) Member and its Authorized Persons will ensure that their receipt, collection, access, use, processing, transmission, storage, disposal, and disclosure of Personal Data complies with all applicable international, federal, and state privacy and data protection laws, as well as all other applicable regulations, including but not limited to FERPA and HIPAA, as each is defined in the Agreement. If either Party becomes aware of any changes to applicable data protection and/or privacy laws, it shall promptly notify the other Party so that this Agreement can be amended to reflect the new requirements of such laws.

(b) Member shall implement administrative, physical and technical safeguards to protect PAEA Data that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which PAEA Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. To the extent that Member uses Authorized Persons to receive, transmit, process or store PAEA Data, Member shall impose the same data protection and privacy terms on such Authorized Persons as those provided for by these Data Protection and Privacy Terms and Member shall remain fully liable for any breach of these Data Protection and Privacy Terms that is caused by an act, error or omission of such Authorized Person.

(c) The technical and organizational measures for the protection of PAEA Data employed by Member and its Authorized Persons shall include, at a minimum:

- i. actively manage (inventory, track, and correct) all hardware devices on the network with access to PAEA Data, so that only authorized devices are given access, and unauthorized and unmanaged devices are found and prevented from gaining access;
- ii. limit access of PAEA Data to Authorized Persons who need the data to participate in PAEA Assessments;
- iii. ensure the physical security of and limited, permission-based, logged, secure access to business facilities, data centers, paper files, servers, back-up systems and computing equipment that include or allow access to PAEA Data, including, but not limited to, all mobile devices and other equipment with information storage, receipt or transmission capabilities;
- iv. implement network, device application, database and platform security;
- v. ensure secure information transmission, storage and disposal;
- vi. encrypt PAEA Data in transit and at rest;
- vii. employ an effective intrusion detection and prevention system for all systems and networks that store, receive or transmit PAEA Data;
- viii. employ and regularly update anti-virus and anti-malware software for all devices that store, receive or transmit PAEA Data;
- ix. implement appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks, if permissible under applicable law;
- x. Provide at least annual and onboarding privacy and information security training to employees and assess employee knowledge of same; and
- xi. Ensure that all third-party Authorized Persons of Member that may participate in the collection, access, use, processing, storage, disposal and disclosure of PAEA Data utilize, at a minimum, the same safeguards for the Protection of PAEA Data described herein.

(d) Upon the PAEA's written request, and to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Member shall promptly and accurately complete a written information security questionnaire provided by PAEA or a third

party on the PAEA's behalf regarding Member's data protection and privacy practices in relation to all PAEA Data being handled by Member pursuant to this Agreement. Member shall fully cooperate with such inquiries. PAEA shall treat the information provided by Member in the security questionnaire as Member's Confidential Information, as that term is defined in this Agreement.

(e) PAEA reserves the right to audit Member's compliance with all Data Protection and Privacy Terms requirements contained in this Agreement, and Member shall fully cooperate and comply with all such audit requests by PAEA and or its designated agents. PAEA shall not exercise its audit rights more than once per year except following a Security Breach or following an instruction by a regulator or public authority. PAEA shall give Member reasonable prior notice of its intention to audit, conduct its audit during normal business hours, and take all reasonable measures to prevent unnecessary disruption to Member's operations.

4. Cooperation and Individuals' Rights and Requests

(a) Member shall provide all reasonable and timely assistance to enable PAEA to respond to: (i) any request from a Student to exercise any of their rights related to their Personal Data under applicable international and United States federal and state data protection and privacy laws; and (ii) any other correspondence received from a government agency or regulator in connection with the processing of the Personal Data. If any such communication is made by an individual directly to Member, Member shall promptly inform PAEA providing full details of the same.

5. Security Breach Procedures

(a) In the event of a Security Breach, as defined above, Member shall:

(i) provide PAEA with the name and contact information for an employee of Member who shall serve as PAEA's primary security contact and shall be available to assist PAEA twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;

(ii) notify PAEA of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Member becomes aware of it; and

(iii) notify PAEA of any Security Breaches by telephone at the following number: Security Officer Emily Yunker 703-667-4332 and e-mailing PAEA by e-mailing PAEA with a read receipt at login-security@paeaonline.org with a copy by e-mail to Member's primary business contact within PAEA.

(b) Immediately following Member's notification to PAEA of a Security Breach (as defined in the Agreement), the parties shall coordinate with each other to investigate the Security Breach. Member agrees to cooperate with PAEA in PAEA's handling of the matter, including, without limitation:

(i) assisting with any investigation;

(ii) providing PAEA with secure and accompanied physical access to the facilities and operations affected;

(iii) facilitating interviews with Member's employees and others involved in the matter; and

(iv) making available all relevant records, logs, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by PAEA.

(c) Member shall take reasonable steps to immediately remedy any Security Breach and prevent any further Security Breach at Member's expense in accordance with applicable privacy rights, laws, regulations and standards.

(d) Member agrees that, unless required by applicable law or regulation, it shall not inform any third party of any Security Breach without first obtaining PAEA's prior written consent, other than to inform a complainant that the matter has been forwarded to PAEA's legal counsel.

(e) Member agrees to cooperate with PAEA in any litigation or other formal action deemed reasonably necessary by PAEA to protect its rights relating to the use, disclosure, protection and maintenance of PAEA Data arising from or related to Member's obligations to PAEA under the Agreement.