

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into on this day of October 8, 2018 (“Effective Date”) by and between NCS Pearson, Inc., a Minnesota corporation, with its corporate offices located at 5601 Green Valley Drive, Bloomington, MN 55437 (hereinafter referred to individually and collectively as “Pearson”) and The University of Texas at Austin, a Texas public university, with offices located at 1 University Station, Austin, TX 78712 (“Licensee”).

WHEREAS, Pearson is the owner of a copyright, or has obtained a license from the owner of the copyright, under which Pearson may itself, or may allow others to, use, publish, translate and distribute the Test(s) (as hereinafter defined);

WHEREAS, Licensee, from time to time, may desire to obtain a non-exclusive, non-transferable limited license from Pearson in order to adapt, use, reproduce and administer the Test(s); and

WHEREAS, Pearson is willing to grant to Licensee a non-exclusive, non-transferable, non-sublicensable limited license under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties agree as follows: definitive

TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement the following definitions will apply:
 - 1.1. “**Additional License Fee**” means the fee, as specified in a SOW, that Licensee will pay to Pearson for any Use of the Test(s) in excess of the number specified in the SOW.
 - 1.2. “**Contractor**” means any individual or organization other than the Licensee that performs any portion of the Research Project as described in Section 2.2 of this Agreement.
 - 1.3. “**Change Order**” means written notice to the other party, in the form of Exhibit B, of any proposed change, modification or amendment to any SOW.
 - 1.4. “**Intellectual Property (IP) Rights**” means all intellectual property rights and interests including, without limitation: (i) all copyrights and copyrightable subject matter, including any and all worldwide applications, registrations, renewals, and extensions thereof and all rights of reproduction and publication, rights to create derivative works and all of the rights incident to copyright ownership; (ii) all trade secrets, defined as any and all confidential information, technology, ideas, know-how, and proprietary processes and formulae; (iii) all inventions, designs, models, mask works, patents, and pending patent applications; (iv) all trademarks,

tradenames, service marks, logos, and other commercial symbols of Pearson or its licensors, associated at any time with the Licensed Materials, whether registered or unregistered, and pending trademark applications applicable to the Licensed Materials; and (v) all causes of action heretofore and hereafter accrued in favor of the owner of such intellectual property rights for infringement of any one or all of the aforesaid intellectual property rights. For clarification, IP Rights do not include any rights relating to any participant data (participant responses) collected by Licensee a part of the Research Project, if any.

- 1.5. “License” means a non-exclusive, non-transferable, non-refundable, non-sublicensable limited license granted by Pearson to Licensee pursuant to a SOW to use the Licensed Materials subject to the terms of this Agreement and the applicable SOW.
- 1.6. “License Expiration Date” means the date upon which the License expires as specified in the applicable SOW.
- 1.7. “License Fee” means the non-refundable fee, as specified in an executed SOW, that is to be paid by Licensee to Pearson for the License.
- 1.8. “Licensed Materials” means, with respect to each License, the Test(s) identified in the applicable SOW and the intellectual property related to such Test(s).
- 1.9. “Licensed Use” means the permission granted by Pearson to the Licensee in the applicable SOW.
- 1.10. “Research Project” means the study identified in a SOW and approved by Pearson.
- 1.11. “Research Site(s)” means the territories or remote locations, identified in a SOW, where the Test(s) will be administered or scored by Licensee.
- 1.12. “Statement of Work” or “SOW” means the form, attached as Exhibit A, to be completed by Licensee and approved by Pearson, containing details of the Research Project, the Licensed Materials and other terms relating to the grant of a License.
- 1.13. “Test(s)” means the Pearson measure or scale, as well as associated intellectual property, related to clinical outcome assessments (COA), either in whole or in part, identified in a SOW.
- 1.14. “Test(s) IP” means all Test items and related material created for or derived from the administration, scoring, reporting and analysis of the Test(s); including but not limited to scales; raw scoring tables, algorithms, or instructions; normative data; item weights; profiles; standard-score conversion tables; reference-sample norming tables; reporting formats; results (both published and unpublished), scoring data,

standardization data and experimental data, together with all revisions of any of the foregoing, and includes words, numbers, letters, or other verbal or numerical symbols of indicia and the combinations and compilations of the foregoing, used to express or represent concepts, relationships, facts or other information in any language format or medium now or hereafter known or developed.

- 1.15. “Use of the Test(s)” means a single administration of the Test(s) in the modality specified in the applicable SOW to a single participant in a Research Project and the scoring of the results.

2. Grant of License.

- 2.1. Statement of Works. Licensee shall submit all requests for Licenses to Pearson by using a Statement of Work. Upon approval, a SOW becomes effective on the date of last signature when signed by authorized representatives of both parties.
- 2.2. License. Subject to the terms and conditions of this Agreement, every SOW upon becoming effective as aforesaid, shall constitute the grant of a License.
- 2.3. Contractor’s Confirmation. If Licensee employs or otherwise engages a Contractor to perform any task for which the Licensee would have required a License had Licensee performed the task itself, Licensee must obtain from each Contractor, and provide to Pearson, a written confirmation that the Contractor agrees to be bound by the provisions of Sections 5 through 9 of this Agreement as if all references to Licensee therein were references to Contractor.

Term. The term of this Agreement will begin on the Effective Date and will expire three (3) years thereafter (the “Expiration Date”). Any Research Project with an active SOW which has not expired as of the Expiration Date may continue until the end date indicated in the applicable SOW executed by both parties. No new SOWs will be accepted or granted after the Expiration Date of this Agreement. Except as provided in this Section 2, Licensee agrees, without qualification of any kind, to cease all activities covered by this License upon the Expiration Date of this Agreement, except as may be required in order to continue performing those activities pursuant to any and all surviving SOW(s), if any. Licensee agrees, without qualification of any kind, to cease all activities covered by this Agreement upon the earlier to occur of (i) the Expiration Date, or (ii) termination of this Agreement, in accordance with Section 13.

3. License Fees; Payments; Reporting; and Audit.

- 3.1. License Fee and Additional License Fee. In exchange for the grant of the License, Licensee agrees to pay Pearson the License Fee(s), and Additional License Fee, if any, in accordance with Section 5.2.

- 3.2. Payment. The License Fee, and Additional License Fees, if any, will be payable within thirty (30) days from the date the invoice is received by Licensee. Pearson will send invoices electronically or by Postal Service to the following physical address and/or email address located in the applicable SOW.
 - 3.3. Reporting. Within sixty (60) days after the earlier to occur of (i) the Expiration Date, or (ii) termination of this Agreement, in accordance with Section 13 (“Report Due Date”), Licensee will deliver to Pearson a true and accurate report of the activities and number of Uses of the Test(s) conducted by Licensee, pursuant to the License granted under this Agreement, so as to show a statement and accounting for each Use of the Test(s) (“Report”). All Use(s) of the Test(s) in excess of the number specified in the applicable SOW will be accounted for in the Report and any Additional License Fees shall be payable to Pearson as specified in this Agreement.
 - 3.4. Books and Records. Licensee will maintain books of account and records pertaining to its exercise of the rights granted under this Agreement in accordance with generally accepted accounting principles.
 - 3.5. Audit Rights. Pearson will have the right to inspect and audit Licensee’s books of accounts and business records and operations relating to Licensee’s fulfillment of its obligations and exercise of the License, at the sole expense of Pearson. Any such inspection and audit will be conducted during normal business hours, at a time reasonably acceptable to Licensee, at the place(s) where such books, records and operations are normally maintained. The provisions of this Section 5.5 will survive for a period of three (3) years after termination of this Agreement.
6. Proprietary Rights.
- 6.1 Proprietary Rights in the Licensed Materials. Licensee acknowledges that Pearson and its licensors claim valuable proprietary rights in the Licensed Materials including copyrights and/or trade secret rights. Licensee agrees that all Intellectual Property Rights in the Licensed Materials will be and remain in Pearson and its licensors. No ownership rights in and to the Licensed Materials are transferred to Licensee under this Agreement. Licensee will take such reasonable actions as may be required to protect the right, title, and interest of Pearson and its licensors in the Licensed Materials.
 - 6.2 Licensee will immediately report to Pearson any infringement or unauthorized use of, or challenge to, the Licensed Materials or other Intellectual Property Rights of Pearson or its licensors of which Licensee becomes aware. All notifications should be sent to: LegalTSC@pearson.com, with a physical copy sent to:

Pearson Transaction Services Center
 Attention: Bryan McMichael/Katie Steffen
 2510 N. Dodge Street
 Iowa City, Iowa 52245

Notifications should include: the license, the study, Test(s) (including translations), dates, and entities involved

- i. Pearson has the sole discretion in determining whether any action will be taken on account of any infringement, unauthorized use, or challenge of such Licensed Materials or other intellectual property rights. Pearson will have no obligation or liability to Licensee with respect to any act or failure to act with respect to such infringement, unauthorized use, or challenge. Pearson will have the sole control over any legal actions it decides to bring.
 - ii. At the request of Pearson, Licensee will execute and deliver any instruments and documents and render such assistance and do such acts as may be necessary or advisable, in the opinion of Pearson, to protect and maintain the right, title, and interest of Pearson and its licensors in the Licensed Materials and in the other intellectual property rights.
- b. Proprietary Rights in the Results of the Research Project. Subject to Pearson and/or Pearson's licensors' proprietary rights in and to the Test(s), Test(s) IP, and subject further to the terms and conditions of this Agreement, Pearson agrees that Licensee will own all intellectual property and proprietary rights in and to the results of the Research Project ("Research Results").
- 7. Limitations on Exercise of Proprietary Rights. Licensee agrees to the following limitations on its exercise of proprietary rights in and to the Licensed Materials except with the express written authorization of Pearson:
 - 7.1 Licensee agrees not to assign, license, or otherwise transfer to another, in any way, any rights to reproduce, publish, distribute, create derivative works of, or otherwise exercise proprietary rights in and to the Licensed Materials without the express written consent of Pearson;
 - 7.2 Licensee agrees not to copy the Licensed Materials or create any derivative works of the Licensed Materials, except as expressly permitted by this Agreement.
 - 7.3 Licensee agrees to cease all use of the Licensed Materials (including, but not limited to, all rights of reproduction, publication and distribution) upon any termination or expiration of this Agreement.

- 7.4 The limitations of this Section will not apply to any materials or intellectual property or any materials contained in Licensee's Research Project which are not based on or derived from the Licensed Materials.
8. Proprietary Rights Notice. Licensee agrees to include proprietary, copyright, and trademark notices as specified on the SOW on the Licensed Materials and any other document derived from or incorporating any part of the Licensed Materials whether fixed in a written, electronic, or other storage format in Licensee's possession or control.
9. Ethical Standards. Licensee shall use the Licensed Materials in accordance with the principles of Ethical Standards of Psychologists established by the American Psychological Association. Licensee further agrees that in exercising the rights under this Agreement it shall maintain the standards of test security, confidentiality and quality required by Licensee's own profession for the content, condition, and accuracy of all individual score reports prepared by Licensee.
10. Warranties.
- 10.1 Warranty of Pearson.
- 10.1.1 TO THE EXTENT ALLOWED BY TEXAS LAW AND THE CONSTITUTION, PEARSON MAKES NO WARRANTIES WITH REGARDS TO THE USE OF ANY PREVIOUSLY TRANSLATED VERSION(S) OF THE TEST(S) AS MAY BE IDENTIFIED IN A SOW. SUBJECT TO THE FOREGOING, PEARSON WARRANTS THAT IT HAS THE RIGHT TO GRANT THE LICENSE SPECIFIED HEREIN TO LICENSEE AND THAT THE TEST(S) IP DOES NOT INFRINGE ON ANY VALID UNITED STATES LETTERS PATENT, COPYRIGHTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY ENFORCEABLE IN THE UNITED STATES, PROVIDED, HOWEVER, THAT THIS WARRANTY AND REPRESENTATION WILL NOT APPLY TO INFRINGEMENT RESULTING FROM (A) ANY ADDITIONS, MODIFICATIONS OR REVISIONS MADE BY LICENSEE; OR (B) THE COMBINATION OF THE TEST(S) IP WITH OTHER ITEMS, SYSTEMS OR MATERIALS NOT SUPPLIED BY PEARSON. PEARSON MAKES NO OTHER WARRANTIES.
- 10.1.2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE EXTENT ALLOWED BY TEXAS LAW AND THE CONSTITUTION, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF THIS AGREEMENT ARE HEREBY DISCLAIMED.

- 10.2 Warranty of Licensee. Licensee shall be responsible for the content and quality of any materials produced pursuant to the License grant contained herein (including but not limited to the answer sheets, record forms, booklets and other Test(s) administration materials). Licensee warrants that such materials will be prepared in accordance with generally-accepted applicable professional standards, including, specifically, the *Guidelines for Computer-based Testing* published by the Association of Test Publishers and the *Standards for Educational and Psychological Testing* published by the American Psychological Association. Licensee further warrants that any other modifications to the Test(s) as prepared by Licensee, and permitted under the terms of this Agreement, will not infringe on any valid United States patent, copyright, trade secrets, or any other proprietary rights of any third party enforceable in the United States.

11. Indemnification.

- 11.1 Indemnification Responsibility of Pearson. PEARSON AGREES TO INDEMNIFY AND HOLD LICENSEE HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS (INCLUDING ATTORNEYS' FEES INCURRED IN DEFENSE OR AWARDED BY A COURT OF COMPETENT JURISDICTION) ARISING OUT OF ANY BREACH OF THE WARRANTY AGAINST INFRINGEMENT MADE BY PEARSON IN SECTION 10.1 OF THIS AGREEMENT.

12. Termination.

- 12.1 Termination for Default. Either party ("Non-Breaching Party") will have the right to terminate this Agreement in the event the other party ("Breaching Party") is in material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the Non-Breaching Party specifying, in reasonable detail, the breach. Notwithstanding the foregoing, Pearson will have the right to terminate this Agreement immediately, upon prior written notice and a ten (10) day right to cure, in the event Licensee is the Breaching Party with respect to any of the provisions contained in Sections 2, 5, or 16.3 of this Agreement.
- 12.2 Termination for Insolvency and Business Dissolution. This Agreement may be terminated by either party upon written notice to the other in the event the other party (i) becomes insolvent or bankrupt, (ii) if any proceedings are instituted by or against it for relief under laws relating to bankruptcy or insolvency, (iii) upon a general assignment by the other party for the benefit of its creditors, (iv) upon the appointment of a receiver or trustee or any of such party's property or assets, (v) if such party's business is dissolved, or (vi) if such party ceases to do business.

- 12.3 Termination for Assignment of Rights. This Agreement may be terminated by Pearson in the event Licensee assigns or transfers to any third party, any rights granted hereunder. In the event Licensee, or the assets of Licensee, are acquired by a third party, an assignment of rights will be deemed to have occurred and Pearson may, at its sole discretion, terminate the Agreement.
- 12.4 Other Termination. Pearson will have the right to terminate this Agreement upon thirty (30) days advance written notice to Licensee if Pearson's right to sublicense the Licensed Materials to Licensee is or is about to be terminated for any reason. Termination of this Agreement pursuant to this Section will not be deemed a breach of contract and all rights and responsibility will revert to the copyright owner.
- 12.5 Both parties will have the right to terminate this Agreement for no cause with 30 days notice.
13. Survival of Rights and Obligations. In the event of any termination of this Agreement, all rights, obligations and duties under this Agreement will terminate, provided, however, that:
- 13.1 Subject to the limitations contained in this Agreement, termination of this Agreement will not constitute any waiver of a party's rights or remedies at law or in equity to redress any breach of this Agreement by the other party.
- 13.2 Those Sections that by their nature are intended to survive termination or expiration of this Agreement shall so survive.
14. Effect of Termination. Upon the earlier to occur of (i) the Expiration Date, or (ii) termination of this Agreement, in accordance with Section 13, Licensee acknowledges or agrees to the following:
- 14.1 To immediately cease all exercise of any rights granted under this Agreement, including Use of the Licensed Materials, and destroy the Test(s) IP and all unused copies of the Test(s), including but not limited to all test administration materials.
- 14.2 Licensee may save one (1) print copy and two (2) electronic backup copies of the Test(s) for archival purposes only. Licensee may only access the archival copy of the Test(s) if required by regulatory agencies or by Licensee solely for the purposes of an audit; provided, however, if Licensee requires further Use of the Test(s) for analysis of the Research Project after the License Expiration Date, then Licensee shall deliver to Pearson a request in writing at least fourteen (14) days prior to such use which Pearson may grant in its sole discretion. For such use of the Test(s) or Translated Test(s) past the expiration of the SOW as outlined in this Section 15.2, Pearson hereby disclaims Section 10.1 ("Warranty of Pearson"), and Pearson is released of any and all liability in connection with any proprietary right or contractual rights granted under this Agreement.

14.3 Upon Pearson's request, Licensee will provide Pearson with written certification with respect to Licensee's compliance with the terms of this Section 15.

14.4 The rights specified in this Section 15 may be exercised only if Licensee is not in default or breach of this Agreement and only to the extent that this Agreement has not been terminated pursuant to Section 13 due to breach or other default by Licensee.

15. General.

15.1 Relationship of the Parties. Pearson is the Licensor of this Agreement to the Licensee and is not a vendor or Contractor. Further, the relationship between the parties established by this Agreement is that of independent contractors, and does not involve any community of interest, joint venture, or partnership between the parties. Pearson and Licensee will each conduct its respective businesses at its own initiative, responsibility and expense, and will have no authority to incur any obligations on behalf of the other. Neither party intends there to be any third-party beneficiaries to this Agreement.

15.2 Governing Law: This Agreement will be governed by, construed, and interpreted exclusively in accordance with the laws of the State of Texas.

15.3 Assignment. Neither this Agreement nor any right, license or privilege with respect to the intellectual property licensed hereunder may be assigned, conveyed, sublicensed or otherwise transferred by Licensee to a third party, without the express written consent of Pearson. Any attempt to do so will be void. Subject to the limitations of this Section, this Agreement will be binding on and will inure to the benefit of, the parties and their respective successors and assigns.

15.4 Obligation to Monitor: Licensee has the obligation to monitor its facilities, including any client and/or contractor facilities, and Research Site(s) to ensure that no Use of the Test(s) other than that authorized by the Agreement occurs. Pearson will have the right to make the final determination, in its sole discretion, as to whether Licensee's facilities are engaged in commercial scoring and other unauthorized use.

15.5 Paragraph Headings. The paragraph and section headings throughout this Agreement are for reference purposes only and will not be held to explain or aid in the interpretation, construction or meaning of the provisions of this Agreement.

15.6 Modifications and Amendments. Licensee or its Contractor, if applicable, shall have no right to make modifications to the Test(s) without the express written authorization of Pearson. Neither this Agreement, nor any of the provisions hereof

can be changed, waived, discharged or terminated, except by an instrument in writing signed by the parties, unless another procedure for modification of a provision of this Agreement or the Exhibits hereto is specifically authorized by this Agreement.

- 15.7 Publications. Licensee is hereby granted permission to use the Test(s) names in any publication containing the results of the Research Project.
- 15.8 Severability. In the event any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby and shall be enforced to the maximum extent possible. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provisions as is possible, legal, valid and enforceable.
- 15.9 Equitable Relief.
- 15.10 Waiver. A term, provision, covenant, representation, warranty, or condition of this Agreement may be waived only by written instrument executed by the Party waiving compliance. No waiver of any provisions of this Agreement, nor any failure or delay of any party in the enforcement or exercise of the rights granted under this Agreement will be deemed to be an ongoing waiver of such provision or rights nor shall it be considered as a basis for estoppel.
- 15.11 Timeliness of Execution. If this Agreement is not signed by Licensee and returned for countersignature within thirty (30) days from receipt, the terms of this offer will be withdrawn, and the Agreement will be void and of no effect.
- 15.12 Notices. All notices required or permitted under this Agreement will be made in writing and will be deemed to have been duly given, when delivered, to the addresses set forth below:

If to Pearson:	If to Licensee:
Pearson Transaction Services Center Attention: Bryan McMichael/Katie Steffen 2510 N. Dodge Street Iowa City, Iowa 52245 LegalTSC@Pearson.com	The University of Texas at Austin 1 University Station Austin, TX 78712

- 15.13 Entire Agreement. This Agreement (including any exhibits, annexes, schedules or addendums hereto) contains the entire agreement between the parties related to the matters set forth herein and supersedes all previous agreements, proposals,

negotiations and correspondence between the parties whether oral or written related to the subject matter of this Agreement.

- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that execution of this Agreement by electronic signature shall have the same legal force and effect as the exchange of original signatures and will constitute a properly executed, delivered, and binding agreement, and that in any proceeding arising under or relating to this Agreement, each party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed Agreement electronically.
- 15.15 Joint Preparation. This Agreement shall be deemed for all purposes as prepared through joint efforts of the parties and shall not be construed against any one party as a result of the preparation, submittal, or other event of negotiation, drafting, or execution hereto.
- 15.16 Further Assurances. Each Party will take any actions necessary and will sign any documents necessary to implement the terms of this Agreement. Unless otherwise provided in this Agreement, all Parties within (30) days of their receipt of a written request for such documents from a Party shall prepare and execute such documents.

IN WITNESS WHEREOF, the parties have agreed and executed this Agreement as of the date the Agreement is signed below by Pearson.

NCS PEARSON, INC.

**THE UNIVERSITY OF TEXAS AT
AUSTIN**

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**Statement of Work (SOW) No. [SOW_____]]
to License Agreement No. 10815**

This SOW is made pursuant to License Agreement No. 10815 dated October 8, 2018 between the parties identified below (the "Agreement"). Capitalized terms used in this SOW and not defined herein are used with the meanings ascribed to them in the Agreement.

Study Tracking Information (Sections 1-5 and Table 1 to be completed by Licensee)**1. Research Project Information**

- a. Study Sponsor Name: _____
- b. Research Project Name/Number and Description: _____
- c. Research Project Start Date: _____
- d. Research Project End Date (*this will constitute the License Expiration Date*):

- e. Research Site Location(s): _____
- f. License Contact Information (name, telephone, e-mail):
 Name: _____
 Title/Position: _____
 Organization: _____
 Phone: _____
 Email: _____

2. Licensed Use

- a. Adaption Description (modification, translation, case report formatting, etc.):

- b. Administration method (paper or electronic): _____
- c. Scoring method (hand-scoring or electronic [network hosting, tablet, etc.]):

- d. URL (if online): _____

3. Billing

- a. Billing Address and E-mail Address (if applicable):

Organization: _____

Attention To: _____

Street: _____

City, State, Postal Code: _____

Country: _____

Email: _____

b. Is a Purchase Order required (Y/N)? _____

i. Purchase Order Number (if available): _____

4. **Test Usage Details** (Licensee to complete Table 1 and Table 2)

Table 4-1. Page Reproductions. For page reproductions (manuals and stimulus books), please indicate the specific page numbers, total number of pages, and number of sets that will be made. *Please note for paper administration: Pearson will give permission for adaptation and reproduction of said adaptation, but Licensee must purchase published materials from the respective publishers unless adapting electronically or into case report format.* (Add rows if needed.)

Test Acronym/ Component	Pages Numbers to be Reproduced	Total Number of Pages	Number of Sets	Fee
Table 1 Total Fees				

Table 4-2. Test Usage Details (Add additional rows if required).

Test Acronym	Territory/Language	Number of Uses	Usage Fee	Subtotal of Fee
Table 2 Total Usage Fees				

5. **Pricing and Fees****Table 5-1.** License Fee.

Type of Fee	Amount (\$USD)
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Project License Fee	
Content Delivery Fee	
Table 1 Subtotal of Fees	
Table 2 Total Usage Fees	
Total License Fee	

Payment terms set forth in Section 5.2 of the Agreement and applicable exhibits, addenda, and schedules.

6. Trademark and Copyright Notices (to be added by Pearson business requestor):

Table 6-1. Pearson Published Test(s):

Language	Territory	Copyright

Table 6-2. Previously Translated Test(s):

Language	Territory	Copyright

Table 6-3. Test(s) to be Translated:

Language	Territory	Copyright

For this SOW, Agreement terms and conditions continue in full force and effect.

IN WITNESS WHEREOF, the parties have agreed and executed this SOW as of the date signed below by Pearson.

NCS PEARSON, INC.

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B**Change Order No.:** [_____]

to

Statement of Work No.: [_____]

to

License Agreement No.: 10815

This Change Order is made pursuant to Section 3 of the License Agreement (“Agreement”) dated October 8, 2018 between the parties identified below (the “Change Order”) and concerns Statement of Work No. [] (the “SOW”) under the Agreement.

Capitalized terms used in this Change Order and not defined in this Change Order are used with the meanings ascribed to them in the Agreement or SOW, as the case may be.

[] (the “Requesting Party”) hereby requests [] (the “Recipient Party”) to approve the following change(s) to the terms of SOW.

Recipient Party’s response to this Change Order shall be made in accordance with the applicable provisions of Section 3 of the Agreement.

Requesting Party wishes to make the following changes to the SOW:**1. Description of change requested:**

- ☐ Extend Study End Date to: _____
- ☐ Add Uses (Administrations): _____
- ☐ Add the following languages: _____
- ☐ Add reproduction of manuals and/or stimulus books (page range: _____)
- ☐ Other: _____

2. Costs associated with this change order in addition to the Subtotal Licensing Fees identified below:

Test Usage Details (Licensee to complete Table 1 and Table 2)

Table 2-1. Page Reproductions. For page reproductions (manuals and stimulus books), please indicate the specific page numbers, total number of pages, and number of sets that will be made. *Please note for paper administration: Pearson will give permission for adaptation and reproduction of said adaptation, but Licensee must purchase published materials from the respective publishers unless adapting electronically or into case report format.* (Add rows if needed.)

Test Acronym/ Component	Pages Numbers to be Reproduced	Total Number of Pages	Number of Sets	Fee
				\$0
				\$0
				\$0
Table 1 Total Fees				

Table 2-2. Test Usage Details (Add additional rows if required). Note: all uses for the same Test may be combined on the first line entry for that Test if there is more than one Territory/ Language

Test Acronym	Added Territory/Language	Additional Uses	Usage Fee	Subtotal of Fee
Table 2 Total Usage Fees				

3. Pricing and Fees

Table 3-1. License Fee.

Type of Fee	Amount (\$USD)
Project License Fee	
Content Delivery Fee	
Table 1 Subtotal of Fees	
Table 2 Total Usage Fees	
Total License Fee	

Payment terms set forth in Section 5.2 of the Agreement and applicable exhibits, addenda, and schedules.

4. Trademark and Copyright Notices (to be added by Pearson business requestor):

Table 4-1. Pearson Published Test(s):

Language	Territory	Copyright

Table 4-2. Previously Translated Test(s):

Language	Territory	Copyright

Table 4-3. Test(s) to be Translated:

Language	Territory	Copyright

All work is to be performed under the same terms and conditions as specified in the Agreement. This Change Order will serve as an amendment to SOW upon execution hereof by an authorized representative of both parties.

NCS PEARSON, INC.

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Statement of Work (SOW) No. 001
to License Agreement No. 10815**

This SOW is made pursuant to License Agreement No. 10815 dated October 8, 2018 between the parties identified below (the “License Agreement”). Capitalized terms used in this SOW and not defined herein are used with the meanings ascribed to them in the License Agreement.

Study Tracking Information (Sections 1-5 and Table 1 to be completed by Licensee)

1. Research Project Information

- a. If a CRO, Sponsor Name: Dr. Nathan Clemens,
- b. Research Project Name/Number and Description: Dr. Clemens will be performing a Pearson approved research study for 300 students using 2 Aimsweb Pro probes (reading passages) for RCBM and MAZE.
- c. Research Project Start Date: October 15, 2018
- d. Research Project End Date (*this will constitute the License Expiration Date*): October 14, 2019
- e. Research Site Location(s): University of Texas, Austin
- f. Contact Information (name, telephone, e-mail): (512) 475-6557
nathan.clemens@austin.utexas.edu

2. Licensed Use

- a. Adaption Description (modification, translation, etc.): Pearson will provide Dr. Clemens PDFs of the 2 passages requested and Pearson will invoice in advance before delivering the forms.
- b. Administration method (paper or electronic): Paper
- c. Scoring method (hand-scoring or electronic [network hosting, tablet, etc.]): hand-scoring
- d. URL (if online): N/A

3. Billing

- a. Billing Address/E-mail Address:

Nathan Clemens, PhD | Department of Special Education
The University of Texas at Austin
SZB 408 M | (512) 475-6557
1 University Station D5300
Austin, TX 78712
nathan.clemens@austin.utexas.edu

- b. Is a Purchase Order required (Y/N)? No Payment in Advance of fulfillment
 - i. Purchase Order Number (if applicable):

4. Test Usage Details (Licensee to complete Table 1 and Table 2)

Table 1. Page Reproductions. For page reproductions (manuals and stimulus books), please indicate the specific page numbers, total number of pages, and number of sets that will be made. *Please note for paper administration: Pearson will give permission for adaptation and reproduction of said adaptation, but Licensee must purchase published materials from the respective publishers unless adapting electronically or into case report format.* (Add rows if needed.)

Test Acronym/ Component	Pages Numbers to be Reproduced	Total Number of Pages	Number of Sets	Fee (\$/page x ## Pages xx ## Sets)
AimsWeb Plus Probes	1 – 159	159 across 8 Probe sets	600	\$ 1.00 Per Set
Table 1 Total Fees				\$ 600.00

Table 2. Test Usage Details (Add additional rows if required).

Test Acronym	Territory/Language	Number of Uses	Usage Fee	Subtotal of Fee
				\$0.00
Table 2 Total Fees				\$0.00

5. Pricing and Fees

Table 1. License Fee.

Type of Fee	Amount (\$USD)
Project License Fee	\$0.00
Content Delivery Fee (\$XXX Each x ## Languages)	\$0.00
Table 1 Subtotal of Fees	\$600.00
Table 2 Subtotal of Fees	\$0.00
Total License Fee	\$600.00

Payment terms set forth in Section 4.2 of the Agreement and applicable Exhibits.

6. Trademark and Copyright Notices (to be added by Pearson business requestor):

Table 1. Pearson Published Test(s):

Language	Territory	Copyright

Table 2. Previously Translated Test(s):

Language	Territory	Copyright

Table 3. Test(s) to be Translated:

Language	Territory	Copyright

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IN WITNESS WHEREOF, the parties have agreed and executed this SOW as of the date signed below by Pearson.

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By: _____
Authorized Signature

By: _____
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Name: Nathan Clemens, PhD.

Title: _____

Title: _____

Date: _____

Date: _____