

**Amended and Restated Addendum to Agreement between
Kentucky Community and Technical College System and Pearson**

This Amended and Restated Addendum ("**Amended and Restated Addendum**") made as of March 17, 2014 ("**Effective Date**"), by and between Pearson Education, Inc. ("**Pearson**"), operating as Pearson Higher Education, and Kentucky Community and Technical College System ("**KCTCS**") to the Agreement between Pearson and KCTCS dated January 26, 2009 (the "**Agreement**"), shall serve to amend and restate in its entirety (except as otherwise provided herein) an addendum between the parties effective as of January 1, 2012.

WHEREAS, Pearson and KCTCS are parties to an Addendum to the Agreement, which addendum is effective as of January 1, 2012 (the "**Original Addendum**"), whereby Pearson provided access to, and KCTCS utilized, certain MyLabsPlus Courseware;

WHEREAS, the parties now wish to amend and restate the terms of the Original Addendum in this Amended and Restated Addendum to reflect the current understanding of the parties and to restate their respective rights and obligations in connection with the MyLabsPlus Courseware;

WHEREAS, in connection with the MyLabsPlus Courseware, KCTCS may utilize (i) printed versions of traditional titles published by Pearson Education and its imprints ("**Pearson Texts**") and (ii) printed versions of customized Pearson Texts ("**Custom Texts**," and together with MyLabsPlus Courseware, collectively, the "**Pearson Products**"), in accordance with the terms set forth herein.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

- 1) **Initial Usage Period.** KCTCS agrees to use the Pearson Products listed in Section 3 below for a period of four (4) years commencing as of Fall 2014 ("**Initial Usage Period**"); provided, however, that KCTCS shall have the right to terminate its use of any of the Pearson Products set forth herein after the first anniversary of such commencement date by delivering to Pearson written notice of such intention to terminate.
- 2) **Access and Use.** The MyLabsPlus Courseware will be made available to (i) students who are enrolled in the course using such MyLabsPlus Courseware, solely for personal use; (ii) professors teaching each course requiring such MyLabsPlus Courseware, solely for educational and instructional use; and (iii) administrators requiring access to MyLabsPlus Courseware, solely for administrative purposes (collectively, "**Authorized Users**"). Student Authorized Users may access and use the MyLabsPlus Courseware for one academic term (the "**Access Period**") in accordance with the Agreement, including the Pearson Products Terms and Conditions set forth in Schedule A of this Amended and Restated Addendum, and any Terms of Use contained in the MyLabsPlus Courseware. Upon completion of the Access Period, a student Authorized User shall no longer have the right to access or use the MyLabsPlus Courseware in any manner. Professor and administrator Authorized Users may access the MyLabsPlus during the Initial Usage Period.

Access to the MyLabsPlus Courseware may be implemented via a link from KCTCS's Learning Management System ("**LMS**"). KCTCS will be responsible for ensuring that (i) only Authorized Users access the MyLabsPlus Courseware and (ii) such LMS applies adequate digital rights management and other protections necessary to prevent copyright infringement.

misappropriations and misuse of the MyLabsPlusCourseware. Pearson shall not be liable to KCTCS in the event that any online Pearson Product becomes unavailable or inaccessible to an Authorized User for any reason beyond Pearson's control, including without limitation, any operational, technical or financial issue of the LMS, the platform upon which an online Pearson Product is launched or operating, or its respective provider. In such event, Pearson and KCTCS will work together, in good faith, to procure for such Authorized User the right to continue accessing such online Pearson Product through an alternate electronic platform, on mutually agreed terms.

KCTCS will promptly notify Pearson of any actual or suspected violation that KCTCS may discover in regards to an Authorized User's use of the MyLabsPlus Courseware. Upon the request of Pearson in connection with any such violation, KCTCS will cooperate with Pearson regarding the violation, up to and including termination of the violator's access to the MyLabsPlus Courseware. Pearson reserves all rights against the violator including the right to bring any legal or equitable action deemed appropriate by Pearson. KCTCS acknowledges that the Pearson Products are intended solely for distribution to Authorized Users only, and may not be distributed or made accessible in any manner to other students, individuals, institutions or third parties. If Pearson becomes aware of any unauthorized use of the Pearson Products, Pearson may terminate this Amended and Restated Addendum without further liability or obligation to KCTCS.

Upon the completion of the Initial Usage Period (as extended, if applicable), KCTCS shall no longer have the right to access, use or distribute the Pearson Products in any manner.

- 3) **MyLabsPlus Courseware.** KCTCS and Pearson hereby agree that the MyLabsPlus Courseware listed below shall be incorporated into the Agreement by adding such MyLabsPlus Courseware onto Exhibit A of the Agreement, effective as of the date of this Amended and Restated Addendum and pursuant to the terms of the Agreement and this Amended and Restated Addendum:

MyLabsPlus Courseware	Net Price per Enrollment*
MyLabsPlus - MyReadingLab	\$55
MyLabsPlus - MyWritingLab	\$55
MyLabsPlus - MyMathLab/MyStatLab	\$55
MyLabsPlus - MyStudentSuccessLab	\$55
MyLabsPlus - MyFoundationLab	\$55
MyLabsPlus - MyAccountingLab	\$55
MyLabsPlus - MyCompLab	\$55
MyLabsPlus - MyPsychLab	\$55
MyLabsPlus – MyITLab	\$55

KCTCS acknowledges that the MyLabsPlus Courseware listed above includes electronic versions of certain Pearson Education titles ("eBooks"), and that such eBooks may not include third-party material that appears in the print versions of the corresponding Pearson Education titles, for which Pearson has not obtained all required electronic permissions.

- 4) **Invoicing.** Notwithstanding anything to the contrary in both Section 6 below and Exhibit B of the Agreement, KCTCS through Barnes and Noble, agrees to pay Pearson the Net Price per Enrollment upon invoicing by Pearson. For purposes of this Amended and Restated Addendum, the term "**Enrollment**" shall mean one student registered in one course using the MyLabsPlus Courseware listed above at the time of the census for that course. The census for all courses except Learn on Demand courses will be conducted by KCTCS & Barnes and

Noble and delivered to Pearson the first week of November for Fall semester, first week of April for Spring semester and first week of July for Summer semester. For Learn on Demand courses, the census date is 30 days after the end of each quarter (the "Census Date"). An enrollment will be counted if at the Census Date the student has been issued a password to access a course pursuant to enrollment procedures agreed to between Pearson and KCTCS for the MyLabsPlus Courseware listed above, and if Pearson has not received written notification from KCTCS prior to the Census Date that the student has withdrawn from the applicable course. Additional fees will apply to the use of Pearson Products, services, MyLabsPlus Courseware that are not expressly provided for in this Amended and Restated Addendum or the Agreement.

- 5) **Price Changes.** KCTCS acknowledges that commencing as of the Fall 2015 semester, the Net Pricing in Section 3 above shall be revised each year, based on the enrollments set forth below. Pearson reserves the right to adjust the Net Pricing set forth below once per year, effective on May 1; provided that such adjustment will not increase more than an aggregate of four percent (4%) annually.

Enrollments Beginning AY 2013/14

19,999 or below
20,000 to 45,000
45,001 to 100,000
100,001 and above

Price per Enrollment, subject to STD price increases no more than 4%

60.00 per student
55.00 per student
50.00 per student
KCTCS and Pearson to negotiate

- 6) **Pearson Texts and Custom Texts.** Upon request by KCTCS, Pearson will make Pearson Texts and Custom Texts available for KCTCS's students to purchase through KCTCS's local bookstore at the established list price for such Pearson Texts and Custom Texts.
- 7) **MyLabsPlus Administrator.** During the Initial Usage Period (as extended, if applicable), Pearson will provide KCTCS with a MyLabsPlus Administrator. The role and responsibilities of the MyLabsPlus Administrator is further described in Schedule B, annexed hereto.
- 8) **Agreement Terms Unchanged.** No terms or conditions of the Agreement, other than the amended terms set forth in this Amended and Restated Addendum, are changed by this Amended and Restated Addendum. Terms not defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Amended and Restated Addendum effective upon the day first above written. The persons executing this Amended and Restated Addendum for and on behalf of the parties hereto represent that they are fully authorized to do so for and on behalf of their respective principals.

Pearson Education, Inc.

By: 

Name: _____

Title: _____

Andrew P. Smedira
Sr. Vice President and CFO
Pearson Learning Solutions

Kentucky Community and Technical College System

By: 

Name: _____

Title: _____

Jay K. Box
Chancellor

Schedule A

Online Pearson Products General Terms and Conditions

Restrictions on Use. Under no circumstances shall KCTCS or any Authorized User resell, publish, transfer, distribute, sublicense, provide access to, copy, adapt, translate, reproduce, modify, enhance, or use the online Pearson Products or the content contained therein without the express written permission of Pearson.

Reservation of Rights. Except as specifically set forth in this Amended and Restated Addendum, KCTCS agrees that it acquires no rights to use, display, market, license or promote (including but not limited to marketing tools, promotional or preview use allowances, printing allowances, cut/paste allowances or lending or sharing rights) the online Pearson Products in connection with its rights under this Amended and Restated Addendum or any Authorized Users' use of the online Pearson Products. Unless otherwise agreed to in writing by the parties, in no event will KCTCS or its Authorized Users have the right to further distribute, display or transmit the online Pearson Products to anyone else including (i) in any physical form (CDs, DVDs, portable media, etc.), or (ii) in portions or in parts less than the complete online Pearson Products and (iii) in or as any derivative work.

Personal Use Only. KCTCS agrees that the online Pearson Products are intended to be used solely by Authorized Users solely for individual, personal, non-commercial and non-transferable use in accordance with this Amended and Restated Addendum and are not otherwise to be shared, copied, distributed, used concurrently or hosted online. KCTCS agrees that it will notify Authorized Users of these restrictions.

Cessation of Use. Notwithstanding KCTCS's rights to use the online Pearson Products, Pearson may require KCTCS to promptly cease (within three business days) using any online Pearson Product, if (i) Pearson notifies KCTCS that Pearson no longer has the necessary rights to the content contained in the online Pearson Product, (ii) Pearson believes cessation is necessary to limit or avoid liability or (iii) Pearson is otherwise required by law or court order to cease and desist. In such events, Pearson will use commercially reasonable efforts to replace, at no cost to KCTCS, any affected content with other materials to be used by KCTCS pursuant to the terms of this Amended and Restated Addendum.

DISCLAIMER. EXCEPT AS SET FORTH IN THIS AMENDED AND RESTATED ADDENDUM, PEARSON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PEARSON DOES NOT WARRANT THAT THE ONLINE PEARSON PRODUCTS WILL MEET KCTCS'S REQUIREMENTS. KCTCS ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESSED WARRANTIES PROVIDED IN THIS AMENDED AND RESTATED ADDENDUM.

Schedule B

MyLabsPlus Administrator

Summary: The Campus administrator for the Kentucky Community and Technical College System MyLabsPlus campus is responsible for communicating effectively with KCTCS and Pearson personnel to ensure successful set up, structure, and settings of the MyLabsPlus campus within the correct time frame. In addition, the Administrator will be responsible for assisting campus stakeholders in making adjustments, troubleshooting, and the term start process, including but not limited to submitting and verifying enrollments.

Job Tasks:

- Organize campus to maximize functionality, track master courses both new and existing, and ensuring correct term dates and temporary access periods.
- Ensure quality control measures over enrollment files are conducted prior to the class start date.
- Communicate with the approximately 70 stakeholders on various campuses to set up terms, copy courses and verify enrollments into course sections.
- Create time table with deadlines for gathering info to set up terms.
- Understand enrollment process and how to troubleshoot it.
- Provide assistance to instructors on basic course set up questions, issues, correct call number structure, etc.
- Provide documents and necessary info to instructors and stakeholders on setting up Blackboard to MyLabsPlus link.
- Understand and direct inquiries to the proper teams for resolution, i.e. Help desk, Client services, LSS, KCTCS IT, etc.

Required Skills:

- **Effective Communication:**
 - Capable of assisting multiple contacts on a variety of issues simultaneously.
- **Organizational Management:**
 - Structure creation and management. Task, project, and personnel tracking to ensure incident management and campus ease of use.
- **Process Creation and Execution:**
 - Establish efficient processes for identifying the necessary campus structure, term start responsibilities, instructor tasks required for successful term launch.
- **Utilization of Resources:**
 - Both written and personnel, to identify, address and escalate reported issues.
- **Product and Service Ownership:**
 - Representing MyLabsPlus correctly in its capabilities and purpose, conveying the needs of KCTCS to appropriate Person personnel to achieve desired results. Uphold culture of ownership for instructors, Pearson Support and yourself.

July 30, 2014

To the Addressees listed in Schedule 1 hereto

Greetings:

This letter, when signed by the parties, will constitute our current understanding with respect to a proposed transaction in which Pearson Education, Inc., operating through Pearson Higher Education ("Pearson"), would create and deliver online courses ("System Courses") for the following consortium of colleges and college systems: Central Piedmont Community College (serving as point and executive in North Carolina); , Tennessee Board of Regents, Kentucky Community and Technical College System, West Virginia Community and Technical College System, and Louisiana Community and Technical College System (each, a "partner" and collectively, the "partnership"). The System Courses would be aligned to IT, Allied Health, Manufacturing and Energy market sectors. In total, Pearson would provide System Courses equating to 5 System Courses per market sector. The provision of the System Courses and any related content, products and services would be subject to the terms and conditions contained in a definitive agreement to be negotiated between the parties (hereinafter, the "Definitive Agreement").

1. The partners have already pre-selected and approved digital content from selected Pearson titles to be used in a pilot General Education course to be entitled *English for Manufacture* (the "Pilot Course"). The Pilot Course will be comprised of: (i) accelerated, competency-based diagnostics tied to modularized learning components; (ii) "Stretch" course materials for students needing developmental education components; (iii) soft skills training, evaluation and certification indicating workforce readiness; (iv) assessment for prior knowledge exclusive of the soft skills component; and (v) access to student support services, at the discretion of the partners , guided homework assistance and educational technologies, tutoring through Smarthinking and student mentors, learning and life coaches, in each case connected directly to the Pilot Course objectives and outcomes. Each partner will appoint a faculty member to represent its System or college as a content expert in building the Pilot Course. Once completed, each partner will run the Pilot Course for no more than two sections within its System. The Pilot Course will be provided at no charge. If any other System Courses are adopted by a partner the specific billing and invoicing terms would be determined by Pearson and each partner.

Pearson would work with each partner to link the Pilot Course from such System's Learning Management System ("LMS"), or Pearson would charge each such System a fee to utilize a Pearson LMS. The partners acknowledge that all right, title and interest in and to the Pilot Course are expressly reserved by Pearson and under no circumstances should any partner or its faculty, employees, administrators or agents resell, publish, transfer, distribute, sublicense, provide access to, copy, adapt, translate, reproduce, modify, enhance, or use the Pilot Course or the content contained therein without the express written permission of Pearson.

2. After delivery of the Pilot Course, to the extent the partners and Pearson elect to move forward with the creation, delivery and use of the remaining System Courses, the parties would enter into the Definitive Agreement.

3. The Definitive Agreement would include, among other things, the following terms:

- a) A description and timetable for the creation and delivery of the remaining System Courses, consistent with the Pilot Course.
- b) Pearson would be the exclusive provider to the partners for all ebooks, print and online course materials, digital assets, and tutoring services (collectively, "Pearson Products") for students enrolled in the System Courses.

- c) Pearson would provide the System Courses via a link from a reasonably approved LMS being used by each partner, or if necessary, from a Pearson-owned LMS on mutually agreed terms.
- d) Pearson would charge each partner a negotiated net price per student for access to the System Courses. The specific billing and invoicing terms would be determined by each partner.
- e) The System Courses would be made available to the partners for a three-year term. Thereafter, the Systems could each renew the Definitive Agreement for further access and use of the System Courses.
- f) All right, title, and interest in and to the System Courses would be reserved by Pearson.

4. The parties acknowledge that the Systems intend to make an announcement following the pilot not later than August 15, 2015 regarding the Pilot Course. Pearson will reasonably approve the contents of such announcement.

5. Each party hereto will bear its own expenses incurred in connection with the negotiation, preparation and consummation of this letter and the Definitive Agreement, and the transactions contemplated hereby and thereby, whether or not the transactions contemplated hereby are consummated.

6. Each party hereto (the "Disclosing Party") may disclose to the other party ("Recipient") Confidential Information to further the performance of this letter. Confidential Information includes, but is not limited to, Disclosing Party's non-public operations, customer or supplier information or lists, production, costs, profit or margin information, finances, marketing, trade secrets, copyrightable works, trademarks under consideration, and business plans. Confidential Information may also include proprietary or confidential information of another party that Disclosing Party is under an obligation to keep confidential. Except as expressly set forth herein, all Confidential Information shall remain the sole property of Disclosing Party and Recipient shall have no rights to the Confidential Information. Recipient agrees that it shall hold the Confidential Information in strict confidence. Recipient further agrees that it shall not make any disclosure of the Confidential Information to anyone without the express written consent of Disclosing Party, except to its and its affiliates' employees, consultants, advisors or agents to whom disclosure is necessary to the performance of this letter and the Definitive Agreement. Recipient shall take all reasonable steps to ensure the confidentiality of all Confidential Information. After any termination of this letter, Recipient shall return or destroy within ten (10) business days all originals and copies thereof of any Confidential Information disclosed by Disclosing Party, which has been fixed in any tangible means of expression. Notwithstanding the other provisions of this letter, nothing received by Recipient shall be considered to be Confidential Information of the Disclosing Party, if: (i) it is readily available to the public other than by a breach of this letter; (ii) it has been rightfully received by Recipient from a third party without confidentiality limitations; (iii) it was known to Recipient prior to its first receipt by Recipient, as shown by files existing at the time of initial disclosure; (iv) it has been intentionally disclosed by Disclosing Party to a third party without restriction on disclosure; (v) it is developed by Recipient without the use of the Confidential Information; or (vi) it is required to be disclosed in the context of any administrative or judicial proceeding, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to Disclosing Party.

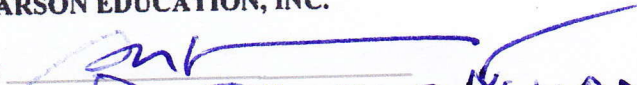
7. This letter is simply a statement of the parties' respective interests in pursuing the proposed transaction. Each party hereto understands and agrees that no contract or agreement providing for the transactions contemplated hereby shall be deemed to exist unless and until a Definitive Agreement has been executed and delivered. Each party hereto also agrees that unless and until a Definitive Agreement has been executed and delivered, no party hereto will have any legal obligations of any kind whatsoever with respect to the transactions

contemplated hereby by virtue of this letter or any other written or oral expression with respect thereto, except that it is agreed that the terms of paragraphs 1, 4, 5 and 6 are agreed to by the parties.

If the above is acceptable, please execute the acknowledgment and return a copy to the undersigned.

Very truly yours,
PEARSON EDUCATION, INC.

By:
Title:


VP - STRATEGIC ALLIANCES
PEARSON N. AMERICA

ACKNOWLEDGED AND AGREED

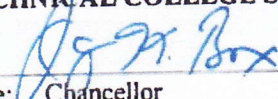
CENTRAL PIEDMONT COMMUNITY COLLEGE, CHARLOTTE, NORTH CAROLINA

By: _____
Title: _____
Date: _____

TENNESSEE BOARD OF REGENTS

By: _____
Title: _____
Date: _____

**KENTUCKY COMMUNITY AND
TECHNICAL COLLEGE SYSTEM**

By: 
Title: Chancellor
Date: 7-30-14

**WEST VIRGINIA COMMUNITY AND
TECHNICAL COLLEGE SYSTEM**

By: _____
Title: _____
Date: _____

**LOUISIANA COMMUNITY AND
TECHNICAL COLLEGE SYSTEM**

By: _____
Title: _____
Date: _____

Schedule 1

Kentucky Community and Technical College System

300 North Main Street

Versailles, Kentucky 40383

Tennessee Board of Regents

1415 Murfreesboro Road

Nashville, TN 37217

Central Piedmont Community College

1141 Elizabeth Avenue

Charlotte, NC 28204

Louisiana Community and Technical College System

265 South Forster Drive

Baton Rouge, LA 70806

West Virginia Community and Technical College System

1018 Kanawha Blvd.

Charleston, WV 25301

This agreement, dated as of October 15, 2014 (the "Effective Date"), sets forth our agreement (the "Agreement") with respect to the terms and conditions governing the marketing and selling by Kentucky Community and Technical College System ("KCTCS"), with offices located at 300 North Main Street, Versailles, KY, of subscriptions for web access to Pearson's Propero and Workforce Education Courses offered to KCTCS hereunder by Pearson Education, Inc. ("Pearson"). As additional courses are made available they will be added, by addendum, for use by KCTCS.

1. **Definitions.** The following terms, as used in this Agreement, shall have the following meanings:
 - a. "End User" means an individual who is enrolled by KCTCS or a KCTCS affiliate campus.
 - b. "Pearson Course" means a *Propero* Course or Workforce Education Course that is made available directly to an End User via a Batch Enrollment Sale. For purposes of this Agreement, the initial list of Pearson Courses is set forth in Attachment A hereto.
 - c. "Subscription" means the sale of time-limited web access to a Pearson Course. "Sale," "Sell" "Resale" or "Resell" in regards to Pearson Courses means the sale of Subscriptions for such Pearson Courses. For purposes of this Agreement, each Subscription length is one year from the date in which an End User first logs into the Pearson Course or sooner if determined so by KCTCS or KCTCS affiliate campuses.
 - d. "Special Terms" shall be any terms that deviate from the terms specified by Pearson relating to the resale of Pearson Courses, including, without limitation, Subscription duration, usage terms, printing or downloading rights and/or the right to display, share or transfer the content of any Pearson Course.
 - e. "Term" means the period of time commencing on October 1, 2014 and continuing until September 30, 2017.
2. **Binding Agreement.** KCTCS will be bound by, and will abide by, the terms of this Agreement in connection with its purchase from Pearson.
3. **Rights.** Pearson hereby grants to KCTCS, and KCTCS hereby accepts, a limited non-exclusive, non-transferable right to market and sell the Pearson Courses. Sales by KCTCS shall be solely via End-User who purchase access to Pearson content offered through KCTCS or a KCTCS affiliate campus. KCTCS will sell the Pearson Courses pursuant to appropriate agreements consistent herewith that limit the use and distribution of the Pearson Courses. Access to each Pearson Course shall terminate upon expiration of the applicable Subscription or term. At the end of such Subscription, each such Pearson Course shall be rendered inaccessible to the End User.
4. **Trademarks.** During the Term, KCTCS shall be entitled to use Pearson's name, logos and trademarks (collectively "Pearson Trademarks") solely for the purpose of marketing the Pearson Courses. KCTCS shall provide to Pearson for Pearson's approval representative samples of all advertising, marketing, publicity, packaging, and promotional materials that contain any use of such Pearson Trademarks before first releasing any such materials. Pearson shall have the right to require, at its discretion, the correction or deletion of any material to ensure proper use of such Pearson Trademarks. Any use of the Pearson Courses shall be limited to screen-shots.
5. **Ownership.** Subject to the limited rights granted herein, Pearson retains all rights, title and interest in, and to, the Pearson Courses and the Pearson Trademarks. KCTCS agrees not to: (i) disassemble, de-compile or otherwise reverse engineer the Pearson Courses or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Pearson Courses; or (ii) take any action that affects Pearson's intellectual property rights in the Pearson Courses or Pearson Trademarks. KCTCS may customize courses but shall not

make any abridgements, substitutions, or changes of any kind to the Pearson media assets, without Pearson's prior consent. KCTCS shall not alter or remove any copyright notices contained in the Pearson Courses or Pearson Trademarks or other proprietary rights or legends appearing on the Pearson Courses provided by Pearson without prior written approval. Except as specifically stated herein, all other rights in the Pearson Courses are specifically reserved by Pearson.

6. Restrictions on Access and Use. KCTCS shall limit the number of End Users of each Pearson Course to the number of Subscriptions for which the Individual Purchaser has purchased and paid. KCTCS shall not permit others including End Users to: (i) adapt, modify, translate or make a derivative work or version of all or any part of any Pearson Course; (ii) permanently download to a hard drive (or otherwise store a permanent copy) all or any part of any Pearson Course; (iii) copy, reproduce or print all or any part of the Pearson Courses, (iv) transfer, publish, distribute, commercially use, display, broadcast, transmit, telecommunicate or sell all or any part of any Pearson Course except as expressly permitted herein; or (v) use all or any part of any Pearson Course for product development purposes.

7. Enrollment, Census and Invoicing.

a. KCTCS agrees to pay Pearson the Net Price (at the time of Sale) for each individual Subscription sold. The current Net Prices are listed on Attachment A, which are subject to change as set forth in this Agreement.

b. KCTCS will enroll students in each Pearson Course in accordance with the current master agreement for Learn on Demand courses via their Blackboard registration process. KCTCS will follow the master agreement for Learn on Demand process and work through their fiscal process for billing purposes. KCTCS will remit to Pearson payment based on the total number of students enrolled in each of the Pearson Courses in each of the academic sessions, respectively, multiplied by the applicable Net Price for the particular Subscription purchased for such Pearson Course.

c. All amounts invoiced are payable by KCTCS within forty-five (45) days of the date of Pearson's invoice, unless a credit exists in KCTCS's account pursuant to Section 8 below. KCTCS shall be responsible for all attorneys' fees incurred by Pearson in collecting its receivables hereunder and for interest on all amounts past due at the rate of 10% per annum, but not to exceed the maximum rate allowable under law.

d. KCTCS shall maintain complete and accurate records of sales of Subscriptions hereunder. Pearson shall, at its cost and expense, have the right to have an independent accounting firm or its internal accountants examine KCTCS's records relating to sale of the Pearson Courses, during normal business hours and upon at least thirty (30) days' prior written notice to KCTCS, for purposes of verifying the accuracy of information reported to Pearson. In the event such examination reveals an underpayment in excess of five percent (5%) for such audited period and such underpayment is confirmed, then KCTCS shall reimburse Pearson for the reasonable expense of such audit.

8. Representations and Warranties. Pearson represents and warrants that it owns or has the rights necessary to sell the Pearson Courses hereunder, and the Pearson Courses shall not infringe any copyright, or trademark or U.S. patent right of any third party. KCTCS represents and warrants that it has the right and authority to enter into this Agreement and perform its obligations under this Agreement in compliance with all applicable laws, rules and regulations. KCTCS shall not do or authorize any third party to do any act, which would or might invalidate or be inconsistent with any intellectual property of Pearson and shall not omit or do or authorize any third party to omit or do any act which by its commission or omission would have that effect or character.

9. Disclaimer. Except as expressly stated in these terms, the Pearson Courses are provided on an "as is" basis and all warranties and conditions, whether express, implied or collateral, including without limitation, any warranties of merchantability, fitness for use, data accuracy and non-infringement are hereby disclaimed. Pearson shall have neither liability nor responsibility of any kind arising in any manner hereunder or in connection with the Pearson Courses to any person or entity with respect to any loss or damage of any kind, nature or description, however caused. Pearson also makes no representations, warranties or indemnities with respect to claims for defamation or infringement of right of publicity or privacy arising outside the United States.

10. Limitation on Damages. NEITHER PARTY SHALL BE ENTITLED TO NOR CLAIM SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FOR BREACH OF THIS AGREEMENT.

11. Confidentiality; Usage Data. KCTCS shall, to the extent permitted by Kentucky law, keep confidential and shall not disclose the terms and conditions of this Agreement, except to its authorized legal and financial representatives with a need to know and then only for purposes of representing KCTCS's interests hereunder. In addition, KCTCS will not issue any press release or make a public announcement relating in any way whatsoever to this Agreement or the relationship established by this Agreement without the advance written consent of Pearson. Pearson shall have the right to monitor and collect information relating to the Pearson Courses, including usage, engagement and assessment performance of End Users, and to use such data for its internal research, efficacy studies and product development purposes.

12. Termination. The non-breaching party may terminate this Agreement immediately in the event the other party breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof. This Agreement will automatically terminate if a party becomes or is declared insolvent or otherwise unable to pay its debts as they become due, or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency or relief from creditors. Upon the effective date of termination, KCTCS shall (i) pay all amounts owed to Pearson as of the termination date and (ii) cease providing access to, marketing, promoting, and distributing the Pearson Courses; provided however, that Pearson will continue to provide access to the Pearson Courses to End Users who have previously paid for Subscriptions. Upon termination of this Agreement, KCTCS agrees to continue to adhere to the provisions of this Agreement relating to any Pearson intellectual property in its possession or control and shall promptly return all such Pearson intellectual property to Pearson and certify in writing that it has done so. Pearson shall have the right to terminate this Agreement for convenience upon delivery of no less than 60 days' prior written notice.

13. KCTCS's Client Engagements. From time to time, KCTCS may request Pearson to perform certain services in connection with a client engagement procured by KCTCS. In such event, Pearson shall respond to such request within 10 business days. If the parties agree to the scope and pricing of such services, they will enter into a Statement of Work, substantially in the form attached hereto as Attachment B.

14. General Provisions.

a. Qualification of and Decision to Sell to KCTCS. Pearson has the discretion to qualify KCTCS to resell the Pearson Courses. In addition, Pearson may in its sole discretion decide whether to sell any particular Pearson Course to KCTCS for resale, notwithstanding the KCTCS's qualification status.

b. Selection and Purchase Price of Pearson Courses. Pearson will determine the specific Pearson Courses that will be available to KCTCS for resale and will establish the Net Price that KCTCS will pay Pearson for each. Any discounts, promotional programs and other terms will be periodically announced and are subject to change at Pearson's discretion with notice. Prices transmitted by Pearson to KCTCS are the applicable and current prices of the Pearson Courses, and Pearson is not bound in any way to any prices appearing on KCTCS's purchase order.

c. Returns Policy. Pearson will adhere to KCTCS add/drop period whereas, KCTCS will remove students who have either not paid or have not access the Pearson course during the add drop period at no charge to KCTCS. Once any End User has accessed a Pearson Course beyond the published add/drop deadlines after the Subscription was purchased from KCTCS, the sale to KCTCS shall be deemed final and warrants payment to Pearson.

d. Discontinued Pearson Courses and Changes in Terms and Conditions. Pearson may, at any time, stop making any Pearson Course available for purchase hereunder by written or electronic notice at any time. In no event shall Pearson be liable to KCTCS for any damages of any kind, nature or description (including, without limitation, special or consequential damages or losses) arising out of Pearson's discontinuation of any Pearson Courses for resale and/or Subscription. This Agreement upon which Pearson sells the Pearson Courses to KCTCS, including without limitation, the net price of a Pearson Course, the Subscription duration, other restrictions, and any other criteria, including encryption requirements, may be changed at any time by Pearson on reasonable notice. Pearson will make every effort to align changes in the net price shall to academic terms to provide KCTCS reasonable time to make changes in both marketing and published materials (student course catalog). Notwithstanding the above Pearson will not discontinue access to any online offering in the middle of a semester which would cause a student who had enrolled and paid for the course to lose their ability to complete the course.

e. Credit. In order to distribute Pearson Courses hereunder, KCTCS must be in good credit standing, subject to the approval of Pearson. Pearson has the right to stop selling Pearson Courses to KCTCS for distribution if KCTCS's account is not in good credit standing in accordance with Pearson policy.

f. KCTCS's Prices. KCTCS's pricing terms to its customers for resale of Subscriptions shall be within the sole discretion of KCTCS.

g. Reservation of Rights. Except as specifically stated in this Agreement, Pearson specifically reserves all other rights in the Pearson Courses, and KCTCS acquires no other use, display, marketing, licensing or promotional rights (including but not limited to marketing tools, promotional or preview use allowances, printing allowances, copy/paste allowances or Pearson Course lending or sharing rights) in connection with all resale of the Pearson Courses. Unless otherwise agreed to in writing by the parties, in no event shall KCTCS have the right to distribute, resell and/or offer subscriptions for the Pearson Courses (i) in any physical form (CDs, DVDs, portable media, etc.) (ii) in portions or in parts less than the complete Pearson Course; and (iii) in or as a derivative work without consultation with Pearson in the form of a SOW.

h. Personal Use Only. KCTCS agrees that all Pearson Courses are for sale solely for individual, personal, non-commercial and non-transferable use and are not to be shared. In no event shall KCTCS sell or offer Subscriptions for Pearson Courses to Institutional Purchasers for institutional and/or commercial use,

including but not limited to libraries, corporations, governmental entities and other non-individual end users without an agreed upon SOW with Pearson.

i. Compliance with Laws and Regulations. Pearson and KCTCS each shall comply with all laws and regulations applicable to purchases, sales, and subscriptions for the Pearson Courses, including privacy laws, and any provisions required to be included in this Agreement shall be deemed to be incorporated by reference unless excluded or disclaimed.

j. Force Majeure. If the performance of this Agreement is interfered with, delayed or prevented as a result of an act of God or any other reason beyond the reasonable control of a party, including, without limitation, on account of strikes, labor conditions, shortages in materials or equipment, riots, insurrection, war, terrorism, acts of civil or military authority, governmental action, unavailability of energy or communication resources, unavailability of internet service, network outages, insolvency or inability of a Pearson Course platform vendor, then the affected party shall be excused from such performance to the extent of such interference, provided that the affected party shall use commercially reasonable efforts to remove such causes of non-performance. This provision shall not apply to a party's payment obligations.

k. KCTCS Claims. All claims or disputes relating to an invoice must be made in writing within 45 days of the date of the invoice.

l. Severability. In the event that any provision of this Agreement or the application of any such provision to either Pearson or KCTCS shall be held by a court of competent jurisdiction to be contrary to any state or federal law, or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect as though such unenforceable provision had not existed.

m. Jurisdiction; Venue; Choice of Law. The state or United States District Courts of the State of Kentucky shall have the sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or concerning this Agreement, and the rights and obligations of the parties with respect to the subject matter shall be construed in accordance with the laws of the State of Kentucky applicable to agreements made and fully performed therein without regard to the State's principles of conflicts of laws.

n. Entire Agreement. This Agreement, together with any attachments and schedules hereto, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement will not be modified except by a subsequently dated written amendment signed on behalf of Pearson and KCTCS by their duly authorized representatives.

o. Counterparts. This Agreement may be executed in one or more counterparts by the execution of duplicate signature pages hereof, each of which shall be deemed the execution of the original Agreement and read together and construed as one and the same agreement.

p. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each party's acceptance will be deemed binding on such party. Each party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form or via facsimile copy. Facsimile, PDF and electronic signatures shall be considered valid signatures as of the date hereof.

If you agree that the foregoing satisfactorily sets forth our agreement, please sign both copies of this letter in the space provided below, and return one fully-executed copy to us. You may retain the other copy for

your files. It is understood that this agreement shall not be considered valid and in force until it is fully signed and that a copy as so fully signed is delivered to each party.

Agreed and Accepted:
Kentucky Community and Technical College System
300 North Main Street
Versailles, KY 40383

By: 
Name: Jay K. Box
Title: Chancellor 12-16-14

Agreed and Accepted:
Pearson Education, Inc.
501 Boylston Street
Boston, MA 02116

By: _____
Name: _____
Title: _____

Attachment A: List of Pearson Courses and Initial Net Price

The following are the stated Pearson Courses related to this Agreement. Additional Pearson Courses may be added to this Agreement from time to time, at the sole discretion of Pearson.

<u>Product Name</u>	<u>Description</u>	<u>Description2</u>	<u>Net Price</u>
Propero	American Government	Course with Smarthinking [customized, no student advising]	\$ 175.00
	American History 1	Course with Smarthinking [customized, no student advising]	\$ 175.00
	American History 2	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Anatomy & Physiology	Course with Smarthinking [customized, no student advising]	\$ 175.00
	College Algebra	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Critical Thinking	Course with Smarthinking [customized, no student advising]	\$ 175.00
	English Composition 1	Course with Smarthinking [customized, no student advising]	\$ 175.00
	English Composition 2	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Environmental Science	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Introduction to Biology	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Introduction to Economics	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Introduction to Homeland Security	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Introduction to Psychology	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Introduction to Sociology	Course with Smarthinking [customized, no student advising]	\$ 175.00

	Macroeconomics	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Medical Terminology	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Microeconomics	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Statistics	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Student Success	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Accounting I	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Accounting II	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Business Law	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Business Math	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Entrepreneurship	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Human Resource Management	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Introduction to Business	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Introduction to Business Information Systems	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Introduction to Finance	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Organizational Behavior	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Principles of Management	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Principles of Marketing	Course with Smarthinking [customized, no student	\$ 175.00

		advising]	
	Supervision	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Criminal Courts	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Criminal Investigation	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Criminal Justice Ethics	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Criminal Law	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Criminal Procedure	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Criminology	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Introduction to Corrections	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Introduction to Criminal Justice	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Introduction to Policing	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Juvenile Justice	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Policing Techniques: Interviewing and Interrogation	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Probation and Parole	Course with Smarthinking [customized, no student advising]	\$ 175.00
	Victimology	Course with Smarthinking [customized, no student advising]	\$ 175.00
	American Government	Course [customized, without Smarthinking or student advising]	\$ 150.00
	American History 1	Course [customized, without Smarthinking or student advising]	\$ 150.00
	American History 2	Course [customized, without	\$ 150.00

		Smarthinking or student advising]	
	Anatomy & Physiology	Course [customized, without Smarthinking or student advising]	\$ 150.00
	College Algebra	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Critical Thinking	Course [customized, without Smarthinking or student advising]	\$ 150.00
	English Composition 1	Course [customized, without Smarthinking or student advising]	\$ 150.00
	English Composition 2	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Environmental Science	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Introduction to Biology	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Introduction to Economics	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Introduction to Homeland Security	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Introduction to Psychology	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Introduction to Sociology	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Macroeconomics	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Medical Terminology	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Microeconomics	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Statistics	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Student Success	Course [customized, without Smarthinking or student advising]	\$ 150.00

	Accounting I	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Accounting II	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Business Law	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Business Math	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Entrepreneurship	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Human Resource Management	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Introduction to Business	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Introduction to Business Information Systems	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Introduction to Finance	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Organizational Behavior	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Principles of Management	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Principles of Marketing	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Supervision	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Criminal Courts	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Criminal Investigation	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Criminal Justice Ethics	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Criminal Law	Course [customized, without Smarthinking or student advising]	\$ 150.00

		advising]	
	Criminal Procedure	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Criminology	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Introduction to Corrections	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Introduction to Criminal Justice	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Introduction to Policing	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Juvenile Justice	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Policing Techniques: Interviewing and Interrogation	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Probation and Parole	Course [customized, without Smarthinking or student advising]	\$ 150.00
	Victimology	Course [customized, without Smarthinking or student advising]	\$ 150.00
Workforce Education	Basic Electricity 3.0	126933610X	\$ 31.85
	Basic Electricity 3.0 (NewDesign)	1269223291	\$ 31.85
	Basic Electricity 3.0 w/eBook	1269336096	\$ 69.53
	Basic Electricity 3.0 w/eBook (NewDesign)	1269223283	\$ 69.53
	Blueprint Reading for Construction Trades 3.0	1269336126	\$ 64.35
	Blueprint Reading for Construction Trades 3.0 (NewDesign)	1269336363	\$ 64.35
	Blueprint Reading for Construction Trades 3.0 w/eBook	1269336371	\$ 94.33
	Blueprint Reading for Construction Trades 3.0 w/eBook (NewDesign)	126933638X	\$ 94.33
	Introduction to HVAC 3.0	1269319418	\$ 226.85
	Introduction to HVAC 3.0 (NewDesign)	1269319477	\$ 226.85
	Introduction to OSHA General Industry (10 Hour) 3.0	1269599488	\$ 16.25

	Introduction to OSHA General Industry (10 Hour) 3.0 (NewDesign)	126960113X	\$ 16.25
	Introduction to Welding 3.0	1269316680	\$ 161.85
	Introduction to Welding 3.0 (NewDesign)	1269316842	\$ 161.85
	Introduction to Welding 3.0 w/eBook	1269316648	\$ 225.13
	Introduction to Welding 3.0 w/eBook (NewDesign)	1269316648	\$ 225.13
	OSHA Construction (10 Hour) 3.0	tbd	\$ 16.25
	OSHA Construction (10 Hour) 3.0 (NewDesign)	tbd	\$ 16.25
	OSHA Construction Professional (30 Hour) 3.0	1269628380	\$ 16.25
	OSHA Construction Professional (30 Hour) 3.0 (NewDesign)	1269628186	\$ 16.25
	OSHA General Industry Professional (30 Hour) 3.0	1269599550	\$ 16.25
	OSHA General Industry Professional (30 Hour) 3.0 (NewDesign)	1269601121	\$ 16.25
	OSHA HAZWOPER - Long Course (40 Hour) 3.0	1269712284	\$ 61.75
	OSHA HAZWOPER - Long Course (40 Hour) 3.0 (NewDesign)	1269635182	\$ 61.75
	OSHA HAZWOPER - Short Course (24 Hour) 3.0	1269633473	\$ 29.25
	OSHA HAZWOPER - Short Course (24 Hour) 3.0 (NewDesign)	1269635131	\$ 29.25
	Preparation for the Certified Alarm-Security Technician Certification Level I 3.0	1269438859	\$ 96.85
	Preparation for the Certified Alarm-Security Technician Certification Level I 3.0 (NewDesign)	1269462741	\$ 96.85
	Communication Skills for Managers 3.0	126922199X	\$ 64.35
	Communication Skills for Managers 3.0 (NewDesign)	1269353292	\$ 64.35
	Effective Business Writing Skills 3.0	1269312383	\$ 64.35
	Effective Business Writing Skills 3.0 (NewDesign)	1269353373	\$ 64.35
	Effective Time Management 3.0	1269321641	\$ 64.35
	Effective Time Management 3.0	1269353322	\$ 64.35

	(NewDesign)		
	Finance and Accounting for Nonfinancial Managers 3.0	126932165X	\$ 64.35
	Finance and Accounting for Nonfinancial Managers 3.0 (NewDesign)	1269353314	\$ 64.35
	First Line Supervision and Leadership 3.0	1269321668	\$ 64.35
	First Line Supervision and Leadership 3.0 (NewDesign)	1269353144	\$ 64.35
	How to Manage Conflict in the Organization 3.0	1269319280	\$ 64.35
	How to Manage Conflict in the Organization 3.0 (NewDesign)	1269319310	\$ 64.35
	Interpersonal Communication Skills in the Workplace 3.0	1269319507	\$ 64.35
	Interpersonal Communication Skills in the Workplace 3.0 (NewDesign)	1269319523	\$ 64.35
	Managing Multiple Projects 3.0	1269320173	\$ 64.35
	Managing Multiple Projects 3.0 (NewDesign)	1269320211	\$ 64.35
	Practical Problem-Solving Skills in the Workplace 3.0	1269318047	\$ 64.35
	Practical Problem-Solving Skills in the Workplace 3.0 (NewDesign)	1269318071	\$ 64.35
	Project Management Essentials 3.0	1269318233	\$ 64.35
	Project Management Essentials 3.0 (NewDesign)	1269318276	\$ 64.35
	Project Management Professional 3.0	1269318306	\$ 259.35
	Project Management Professional 3.0 (NewDesign)	1269318373	\$ 259.35
	Project Management Professional Exam Preparation 3.0	1269572490	\$ 259.35
	Project Management Professional Exam Preparation 3.0 (NewDesign)	1269539051	\$ 259.35
	Project Risk and Cost Analysis 3.0	1269318853	\$ 64.35
	Project Risk and Cost Analysis 3.0 (NewDesign)	1269318446	\$ 64.35
	LEED 205 - Green Building and LEED, Preparing for the LEED Green Associate Exam 3.0	1269319981	\$ 96.85
	LEED 205 - Green Building and LEED, Preparing for the LEED Green Associate Exam 3.0 (NewDesign)	1269320017	\$ 96.85

	LEED 205 - Green Building and LEED, Preparing for the LEED Green Associate Exam, Spanish 3.0	1269320076	\$ 96.85
	LEED 205 - Green Building and LEED, Preparing for the LEED Green Associate Exam, Spanish 3.0 (NewDesign)	1269320157	\$ 96.85
	LEED 210 - Green Building and Core Concepts and Strategies for Electrical Trades 3.0	1269359797	\$ 38.35
	LEED 210 - Green Building and Core Concepts and Strategies for Electrical Trades 3.0 (NewDesign)	1269384074	\$ 38.35
	LEED 210 - Green Building and Core Concepts and Strategies for Electrical Trades 3.0 w/eBook	1269531654	\$ 67.11
	LEED 210 - Green Building and Core Concepts and Strategies for Electrical Trades 3.0 w/eBook (NewDesign)	1269531654	\$ 67.11
	LEED 210 - Green Building and Core Concepts and Strategies for Finishing Trades 3.0	1269359894	\$ 38.35
	LEED 210 - Green Building and Core Concepts and Strategies for Finishing Trades 3.0 (NewDesign)	1269359908	\$ 38.35
	LEED 210 - Green Building and Core Concepts and Strategies for Finishing Trades 3.0 w/eBook	1269531328	\$ 67.11
	LEED 210 - Green Building and Core Concepts and Strategies for Finishing Trades 3.0 w/eBook (NewDesign)	1269531468	\$ 67.11
	LEED 210 - Green Building and Core Concepts and Strategies for Glazing Trades 3.0	1269384090	\$ 38.35
	LEED 210 - Green Building and Core Concepts and Strategies for Glazing Trades 3.0 (NewDesign)	1269359886	\$ 38.35
	LEED 210 - Green Building and Core Concepts and Strategies for Glazing Trades 3.0 for Pearson Learning Solutions w/eBook (NewDesign)	1269531719	\$ 67.11
	LEED 210 - Green Building and Core Concepts and Strategies for Glazing Trades 3.0 w/eBook	1269531484	\$ 67.11
	LEED 210 - Green Building and Core Concepts and Strategies for HVAC/R Trades 3.0	1269359754	\$ 38.35

LEED 210 - Green Building and Core Concepts and Strategies for HVAC/R Trades 3.0 (NewDesign)	1269384082	\$ 38.35
LEED 210 - Green Building and Core Concepts and Strategies for HVAC/R Trades 3.0 w/eBook	1269531476	\$ 67.11
LEED 210 - Green Building and Core Concepts and Strategies for HVAC/R Trades 3.0 w/eBook (NewDesign)	126953162X	\$ 67.11
LEED 210 - Green Building and Core Concepts and Strategies for Plumbing Trades 3.0	1269359770	\$ 38.35
LEED 210 - Green Building and Core Concepts and Strategies for Plumbing Trades 3.0 (NewDesign)	1269360086	\$ 38.35
LEED 210 - Green Building and Core Concepts and Strategies for Plumbing Trades 3.0 w/eBook	1269531662	\$ 67.11
LEED 210 - Green Building and Core Concepts and Strategies for Plumbing Trades 3.0 w/eBook (NewDesign)	1269531506	\$ 67.11
LEED 210 - Green Building Core Concepts and Strategies for Construction Management 3.0	1269223240	\$ 51.35
LEED 210 - Green Building Core Concepts and Strategies for Construction Management 3.0 (NewDesign)	1269223313	\$ 51.35
LEED 210 - Green Building Core Concepts and Strategies for Construction Management 3.0 w/eBook	1269223259	\$ 79.24
LEED 210 - Green Building Core Concepts and Strategies for Construction Management 3.0 w/eBook (NewDesign)	1269223305	\$ 79.24
LEED 210 - Green Building Core Concepts and Strategies for Construction Trades 3.0	1269383906	\$ 96.85
LEED 210 - Green Building Core Concepts and Strategies for Construction Trades 3.0 (NewDesign)	1269359762	\$ 96.85
LEED 210 - Green Building Core Concepts and Strategies for Construction Trades 3.0 (NewDesign) w/eBook	126957180X	\$ 125.61

	LEED 210 - Green Building Core Concepts and Strategies for Construction Trades 3.0 w/eBook	126957177X	\$ 125.61
	LEED 210 - Green Building Core Concepts and Strategies for Facilities Management 3.0	1269336517	\$ 57.85
	LEED 210 - Green Building Core Concepts and Strategies for Facilities Management 3.0 w/eBook	1269336711	\$ 87.74
	LEED 210 - Green Building Core Concepts and Strategies for Facilities Management 3.0 w/eBook (NewDesign)	1269322850	\$ 87.74
	LEED 210 - Green Building Core Concepts and Strategies for Healthcare 3.0	1269326325	\$ 57.85
	LEED 210 - Green Building Core Concepts and Strategies for Healthcare 3.0 (NewDesign)	1269336630	\$ 57.85
	LEED 210 - Green Building Core Concepts and Strategies for Healthcare 3.0 w/eBook	1269336991	\$ 87.74
	LEED 210 - Green Building Core Concepts and Strategies for Healthcare 3.0 w/eBook (NewDesign)	1269326279	\$ 87.74
	LEED 210 - Green Building Core Concepts and Strategies for Services and Hospitality 3.0	1269336576	\$ 57.85
	LEED 210 - Green Building Core Concepts and Strategies for Services and Hospitality 3.0 (NewDesign)	1269336584	\$ 57.85
	LEED 210 - Green Building Core Concepts and Strategies for Services and Hospitality 3.0 w/eBook	1269336495	\$ 87.74
	Basic Spanish for Health Care Professionals Bundle 3.0	1269335383	\$ 57.85
	Basic Spanish for Health Care Professionals Bundle 3.0 (NewDesign)	1269335391	\$ 57.85
	Basic Spanish for Health Care Professionals Bundle 3.0 w/eBook	1269560778	\$ 82.87
	Basic Spanish for Health Care Professionals Bundle 3.0 w/eBook (NewDesign)	1269560786	\$ 82.87
	Basic Spanish for Health Care Professionals I 3.0	1269335405	\$ 31.85

	Basic Spanish for Health Care Professionals I 3.0 (NewDesign)	1269335413	\$	31.85
	Basic Spanish for Health Care Professionals I 3.0 w/eBook	1269560751	\$	56.86
	Basic Spanish for Health Care Professionals I 3.0 w/eBook (NewDesign)	126956076X	\$	56.86
	Basic Spanish for Health Care Professionals II 3.0	1269335480	\$	31.85
	Basic Spanish for Health Care Professionals II 3.0 (NewDesign)	126933526X	\$	31.85
	Basic Spanish for Health Care Professionals II 3.0 w/eBook	1269560794	\$	56.86
	Basic Spanish for Health Care Professionals II 3.0 w/eBook (NewDesign)	1269560808	\$	56.86
	Certified Nursing Assistant 3.0	1269325930	\$	259.35
	Certified Nursing Assistant 3.0 (NewDesign)	1269325957	\$	259.35
	Certified Nursing Assistant 3.0 w/eBook	1269326007	\$	272.46
	Certified Nursing Assistant 3.0 w/eBook (NewDesign)	1269325981	\$	272.46
	Certified Professional Health Care Compliance Officer 3.0	1269221965	\$	96.85
	Certified Professional Health Care Compliance Officer 3.0 (NewDesign)	1269352474	\$	96.85
	Certified Professional Medical Auditor 3.0	126932604X	\$	129.35
	Certified Professional Medical Auditor 3.0 (NewDesign)	1269326104	\$	129.35
	Cultural Competence for Health Care Providers 3.0	1269326139	\$	64.35
	Cultural Competence for Health Care Providers 3.0 (NewDesign)	1269326376	\$	64.35
	Cultural Competence for Health Care Providers 3.0 w/eBook	126933655X	\$	75.71
	Cultural Competence for Health Care Providers 3.0 w/eBook (NewDesign)	1269336568	\$	75.71
	Customer Service for Health Care 3.0	1269312359	\$	64.35
	Customer Service for Health Care 3.0 (NewDesign)	1269353403	\$	64.35
	Customer Service for Health Care 3.0 w/eBook	1269223747	\$	95.94
	Customer Service for Health Care 3.0 w/eBook (NewDesign)	126935339X	\$	95.94
	Explore Health Care Career	1256953032	\$	31.85

	Options 3.0		
	Explore Health Care Career Options 3.0 (NewDesign)	1256953059	\$ 31.85
	Explore Health Career Options 3.0 w/eBook	1269450026	\$ 60.45
	Explore Health Career Options 3.0 w/eBook (NewDesign)	1269449966	\$ 60.45
	Health Care Reform Perspectives: Accountable Care Concepts for Managers 3.0	1269334271	\$ 64.35
	Health Care Reform Perspectives: Accountable Care Concepts for Managers 3.0 (NewDesign)	1269352962	\$ 64.35
	Health Care Reform Perspectives: Accountable Care Concepts for Managers 3.0 w/eBook	1269223755	\$ 85.65
	Health Care Reform Perspectives: Accountable Care Concepts for Managers 3.0 w/eBook (NewDesign)	1269352946	\$ 85.65
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	Search Engine Optimization 3.0 w/eBook (WE, Self-Paced)	1269577417	\$ 56.23
	Six Sigma Black Belt 3.0 w/eBook (WE, Self-Paced)	1269577425	\$ 563.23
	Six Sigma Green Belt 3.0 w/eBook (WE, Self-Paced)	1269577433	\$ 270.73
	Start Your Career, Create and Manage Your Brand 3.0 w/eBook (WE, Self-Paced)	1269586327	\$ 39.98
	Survey of Medical Law and Ethics 3.0 (WE, Self-Paced)	1269577468	\$ 16.25
	Survey of Medical Terminology 3.0 w/eBook (WE, Self-Paced)	1269577476	\$ 29.15
	Survey of Pharmacology 3.0 w/eBook (WE, Self-Paced)	1269586319	\$ 39.21
	Universal Precautions 3.0 (WE, Self-Paced)	1269577484	\$ 16.25
	Workforce Readiness - Communication and Collaboration 3.0 w/eBook (WE, Self-Paced)	1269586335	\$ 16.25
	Workforce Readiness - Creativity and Innovation 3.0 w/eBook (WE, Self-Paced)	1269586343	\$ 16.25
	Workforce Readiness - Critical Thinking and Problem Solving 3.0 w/eBook (WE, Self-Paced)	1269586351	\$ 16.25
	Workforce Readiness - Financial Literacy 3.0 w/eBook (WE, Self-Paced)	126958636X	\$ 16.25
	Workforce Readiness - Flexibility and Adaptability 3.0 w/eBook (WE, Self-Paced)	1269586394	\$ 16.25

	Workforce Readiness - Initiative and Self-Direction 3.0 w/eBook (WE, Self-Paced)	1269586408	\$ 16.25
	Workforce Readiness - Leadership and Responsibility 3.0 w/eBook (WE, Self-Paced)	1269586416	\$ 16.25
	Workforce Readiness - Productivity and Accountability 3.0 w/eBook (WE, Self-Paced)	1269586424	\$ 16.25
	Workforce Readiness - Social and Cross-Cultural Skills 3.0 w/eBook (WE, Self-Paced)	1269586378	\$ 16.25
	Workforce Readiness Bundle 3.0 w/eBook (WE, Self-Paced)	1269586386	\$ 130.39
	Creating and Managing Your Personal Brand 3.0	1256919845	\$ 31.85
	Creating and Managing Your Personal Brand 3.0 (NewDesign)	1256917303	\$ 31.85
	Creating and Managing Your Personal Brand 3.0 w/eBook	1269357727	\$ 38.35
	Creating and Managing Your Personal Brand 3.0 w/eBook (NewDesign)	1269357778	\$ 38.35
	Hired! The Ultimate Job Search Course 3.0	126958409X	\$ 31.85
	Hired! The Ultimate Job Search Course 3.0 (NewDesign)	1269584073	\$ 31.85
	LEED 210: Green Building and Core Concepts and Strategies for Finishing Trades 3.0 w/eBook	tbd	\$ 38.35
	Start Your Career, Create and Manage Your Brand 3.0	1269336649	\$ 31.85
	Start Your Career, Create and Manage Your Brand 3.0 (NewDesign)	1269336657	\$ 31.85
	Start Your Career, Create and Manage Your Brand 3.0 (NewDesign) w/eBook	126935941X	\$ 38.35
	Start Your Career, Create and Manage Your Brand 3.0 w/eBook	1269359398	\$ 38.35
	Workforce Readiness - Communication and Collaboration 3.0	1269316796	\$ 16.25
	Workforce Readiness - Communication and Collaboration 3.0 (NewDesign)	1269316877	\$ 16.25
	Workforce Readiness - Communication and Collaboration 3.0 w/eBook	1269316931	\$ 47.35

	Workforce Readiness - Communication and Collaboration 3.0 w/eBook (NewDesign)	1269316966	\$ 47.35
	Workforce Readiness - Creativity and Innovation 3.0 w/eBook	1269317032	\$ 47.35
	Workforce Readiness - Creativity and Innovation 3.0 w/eBook (NewDesign)	1269317350	\$ 47.35
	Workforce Readiness - Creativity and Innovation 3.0	1269317113	\$ 16.25
	Workforce Readiness - Creativity and Innovation 3.0 (NewDesign)	1269317334	\$ 16.25
	Workforce Readiness - Critical Thinking and Problem Solving 3.0	1269317377	\$ 16.25
	Workforce Readiness - Critical Thinking and Problem Solving 3.0 (NewDesign)	1269317407	\$ 16.25
	Workforce Readiness - Critical Thinking and Problem Solving 3.0 w/eBook	1269317792	\$ 47.35
	Workforce Readiness - Critical Thinking and Problem Solving 3.0 w/eBook (NewDesign)	1269317830	\$ 47.35
	Workforce Readiness - Financial Literacy 3.0	126931016X	\$ 16.25
	Workforce Readiness - Financial Literacy 3.0 (NewDesign)	1269310186	\$ 16.25
	Workforce Readiness - Financial Literacy 3.0 w/eBook	1269315080	\$ 47.35
	Workforce Readiness - Financial Literacy 3.0 w/eBook (NewDesign)	1269315129	\$ 47.35
	Workforce Readiness - Flexibility and Adaptability 3.0	1269315145	\$ 16.25
	Workforce Readiness - Flexibility and Adaptability 3.0 (NewDesign)	126931517X	\$ 16.25
	Workforce Readiness - Flexibility and Adaptability 3.0 w/eBook	1269315196	\$ 47.35
	Workforce Readiness - Flexibility and Adaptability 3.0 w/eBook (NewDesign)	1269310208	\$ 47.35
	Workforce Readiness - Initiative and Self-Direction 3.0	1269318551	\$ 16.25
	Workforce Readiness - Initiative and Self-Direction 3.0 (NewDesign)	1269318551	\$ 16.25
	Workforce Readiness - Initiative and Self-Direction 3.0 w/eBook	1269318594	\$ 47.35
	Workforce Readiness - Initiative and Self-Direction 3.0 w/eBook	1269318632	\$ 47.35

	(NewDesign)		
	Workforce Readiness - Leadership and Responsibility 3.0	126922221X	\$ 16.25
	Workforce Readiness - Leadership and Responsibility 3.0 (NewDesign)	1269222244	\$ 16.25
	Workforce Readiness - Leadership and Responsibility 3.0 w/eBook	1269222287	\$ 47.35
	Workforce Readiness - Leadership and Responsibility 3.0 w/eBook (NewDesign)	1269222279	\$ 47.35
	Workforce Readiness - Productivity and Accountability 3.0	126931887X	\$ 16.25
	Workforce Readiness - Productivity and Accountability 3.0 (NewDesign)	1269222260	\$ 16.25
	Workforce Readiness - Productivity and Accountability 3.0 w/eBook	1269222252	\$ 47.35
	Workforce Readiness - Productivity and Accountability 3.0 w/eBook (NewDesign)	1269318799	\$ 47.35
	Workforce Readiness - Social and Cross-Cultural Skills 3.0	1269319086	\$ 16.25
	Workforce Readiness - Social and Cross-Cultural Skills 3.0 (NewDesign)	1269320041	\$ 16.25
	Workforce Readiness - Social and Cross-Cultural Skills 3.0 w/eBook	1269319116	\$ 47.35
	Workforce Readiness - Social and Cross-Cultural Skills 3.0 w/eBook (NewDesign)	1269319140	\$ 47.35
	Workforce Readiness 3.0 Bundle w/eBook	126931727X	\$ 127.95
	Workforce Readiness Bundle 3.0	1269317199	\$ 96.85
	Workforce Readiness Bundle 3.0 (NewDesign)	1269317202	\$ 96.85
	Workforce Readiness Bundle 3.0 w/eBook (NewDesign)	126931730X	\$ 127.95
	Microsoft Office Specialist	1269721593	\$ 30.00

ATTACHMENT B

FORM OF THE STATEMENT OF WORK

This Statement of Work ("SOW") is entered into as of _____ ("Effective Date") by and between Pearson and KCTCS pursuant to the KCTCS Agreement executed between the Parties effective October 1, 2014 and shall cover an agreed-upon set of services rendered by Pearson in support of a client engagement undertaken by KCTCS (the "Client Engagement").

1. KCTCS Client Engagement

At the direction of KCTCS, Pearson shall provide personnel and resources as prescribed in Section 3 below (the "Services") to _____ [KCTCS, Industry or Customer Name], in support of KCTCS's engagement described below that is anticipated to begin on _____, and extend to _____:

[Description of client engagement]

2. Term

The term of this SOW shall begin on the Effective Date ("Term") and last until such time as the Services have been finally and completely rendered.

3. Services

Pearson shall use commercially reasonable efforts to provide the services by the dates and times indicated below, in support of the Client Engagement in order to meet the Client Engagement specifications provided by KCTCS (the "Specifications"), as attached to this SOW:

[Description of specific services, and schedule of delivery]

4. Costs

Pearson's costs to KCTCS of the services rendered in support of the Client Engagement, either fixed or by the designated rate, are as follows:

[Breakdown of costs]

5. Pricing

The Parties acknowledge that KCTCS shall be solely responsible for the Client Engagement, including the pricing of any services provided by it or Pearson.

FOR PEARSON:

FOR KCTCS:

Signature

Signature

Its

Its

Date

Date

Addendum to Agreement between Kentucky Community and Technical College System and Pearson

This Addendum ("Addendum") dated as of May 1, 2015 ("Effective Date"), by and between Pearson Education, Inc. ("Pearson") and Kentucky Community and Technical College System ("KCTCS") will serve to amend and supplement the Agreement between Pearson and KCTCS dated January 26, 2009 (the "Agreement"), as such Agreement may have been amended and supplemented from time to time including, without limitation, by the Amended and Restated Addendum dated as of March 17, 2014 (the "Amended and Restated Addendum").

WHEREAS, Pearson provides access to, and KCTCS utilizes, certain MyLabsPlus Courseware under the Amended and Restated Addendum; and

WHEREAS, Pearson and KCTCS desire to enter into this Addendum to amend and/or supplement one or more of the provisions contained in the Amended and Restated Addendum.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

- 1) Section 3 of the Amended and Restated Addendum is hereby amended by incorporating the following additional MyLabsPlus Courseware only:

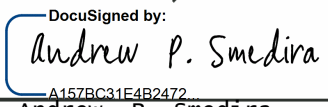
MyLabsPlus Courseware	Net Price per Enrollment
MyLabsPlus – MyManagementLab	\$55
MyLabsPlus – MyMISLab	\$55
MyLabsPlus – MyArtsLab	\$55
MyLabsPlus – MasteringA&P	\$55
MyLabsPlus – MySkillsLab	\$55
MyLabsPlus – MyHistoryLab	\$55

KCTCS acknowledges that the MyLabsPlus Courseware listed above includes eBooks, and that such eBooks may not include third-party material that appears in the print versions of the corresponding Pearson Education titles, for which Pearson has not obtained all required electronic permissions.

- 2) **Agreement Terms Unchanged.** No terms or conditions of the Agreement or the Amended and Restated Addendum, other than the amended terms set forth in this Addendum, are changed by this Addendum. The Amended and Restated Addendum shall govern the terms of use regarding the MyLabsPlus Courseware described in this Addendum. Terms not defined herein shall have the meanings set forth in the Agreement.

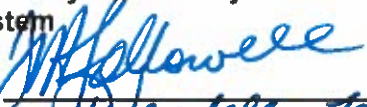
IN WITNESS WHEREOF, the parties have entered into this Addendum effective upon the day first above written. The persons executing this Addendum for and on behalf of the parties hereto represent that they are fully authorized to do so for and on behalf of their respective principals.

Pearson Education, Inc.

DocuSigned by:

 By: _____
 Name: Andrew P. Smedira
 Title: CFO

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**Kentucky Community and Technical College
System**

By: 
 Name: Wendell Followell
 Title: Vice President

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14 May 2015