

Questionmark OnDemand Live Online

Proctoring Service Specification

Questionmark provides assessment management technology that enables trainers, educators and testing professionals to author, schedule, deliver and report on surveys, quizzes, tests and exams via its Software-as-a-Service Questionmark OnDemand product. This Service Specification defines the service characteristics for a Live Online Proctoring Service provided as an addition to Questionmark OnDemand and subject to the terms and conditions agreed in the Order.

1. Definitions

Within this Service Specification the following definitions shall apply:

- a. "Candidate" (also called "Participant") means any person that participates in an Exam by answering questions or otherwise responding to the Exam process.
- b. "Candidate Authentication Process" is the process that the Proctor will use to confirm the Candidate's identity.
- c. "Candidate Wait Time for Proctor" is the time, measured at the server, that it takes for Candidate to connect with a Proctor following successful completion of the technical pre-checks.
- d. "Continue Exam" is a control that a Proctor uses to resume a paused Exam.
- e. "Customer" is as defined in the Order.
- f. "Exam" (also called "Assessment") means a set of questions to determine knowledge, skill or ability answered by a Candidate.
- g. "Exam Delivery System" is the sub-set of the system that interacts with the Candidate to connect the Candidate with the Proctor and to permit the Candidate to answer and submit the Exam.
- h. "Candidate Support Website" means a website containing Frequently Asked Questions and other information to assist the Candidate with technical issues relating to the Live Online Proctoring Service.
- i. "Holiday Unavailability" is the period agreed between the Parties when Online Proctoring will not be available or if not documented holiday dates advised from time to time by Questionmark.
- j. "Incident" is an unusual incident where evidence has been logged to indicate that the Candidate has broken the Customer's rules or aberrant behavior has been detected.
- k. "Live Online Proctored Exams" is an Exam delivered by the Live Online Proctoring Service.
- l. "Live Online Proctoring Service" is the service provided to authenticate a Candidate's identity, to start/pause/continue/terminate an Exam and to remotely

monitor the audio and video provided by the Candidate's device to minimize the risk of cheating.

- m. "No Show" is when a Candidate (i) does not attempt to connect within sixty (60) minutes of their scheduled Exam session start time, (ii) does not show up to take their Exam within sixty (60) minutes of their scheduled Exam session start time, (iii) is unable to successfully complete the Exam due to any technical issue unrelated to the Live Online Proctoring Service or Questionmark platform; or (iv) cancels their scheduled Exam session within 24 hours of the Scheduled Time.
- n. "Order" means the written quotation for the Live Online Proctoring Service provided by Questionmark, which has been accepted by the Customer, as such Order may be amended from time to time by mutual agreement of the Parties.
- o. "Parties" or "Party" means Questionmark and/or Customer.
- p. "Pause Exam" is a control that a Proctor uses to suspend a Candidate's access to an Exam whilst a Potential Incident is investigated.
- q. "Potential Incident" is an unusual incident which might indicate that the Candidate has broken Customer's Exam rules or where aberrant behavior has been detected such as harvesting Exam content or access to unauthorized people or prohibited materials.
- r. "Proctor" is a person that has been certified by Questionmark and/or its Proctoring Partner by a Proctor Certification Process to authenticate Candidates and monitor Candidates as they take Exams.
- s. "Proctor Certification Process" is a process used to train and certify Proctors including training on privacy, security, good practice in liaising with Candidates that follows good industry practice. In addition, every Proctor must sign an agreement attesting to their willingness to adhere to confidentiality and privacy requirements.
- t. "Proctoring Partner" is Questionmark's subcontractor who provides the Proctors.
- u. "Program Manager" is the person(s) employed by the Customer to manage the Exam(s).
- v. "Questionmark" is one of Questionmark Corporation, Questionmark Computing Limited or Questionmark GmbH as defined in the Order.
- w. "Scheduled Maintenance" means maintenance that is planned in order to add features, resolve issues and/or enhance functionalities in the Live Online Proctoring Service and associated technology. Questionmark will provide Customer with details of its and its Proctoring Partner Scheduled Maintenance schedule and will use good faith efforts to minimize the duration of and perform any Scheduled Maintenance during off peak hours and, whenever possible, minimize impact to Customer.
- x. "Scheduled Time" is the start time that a Candidate has booked to start their Exam.
- y. "Service Specification" means this document.
- z. "Supported Devices" is the range of hardware and software used on devices that are supported to access and use the Live Online Proctoring Service.
- aa. "Technical Support" is the service provided by Questionmark or its Proctoring Partner to assist Candidates resolve technical challenges with Supported Devices or determine that the Candidate's device is not compatible with the Exam Delivery

System. The Technical Support service will work with Candidates to attempt to diagnose and resolve common technical issues (e.g. version of browser not correct) and inform Candidates of commonly required URLs (e.g. the URL of an updated version). Technical Support will not be responsible for resolving issues which prevent a device from working or installing system software.

- bb. "Terminate Exam" is a control that a Proctor uses to stop an Exam when they have determined that Exam security is threatened.

2. Services to be delivered unless otherwise set out in the Order

Unless otherwise set out in the Order the services to be delivered will be as follows:

2.1 Technical Support Service for Candidates. Questionmark and/or its Proctoring Partner will provide Technical Support services for Candidates in English with the following services:

- a. Links to a Candidate Support Website that will assist the Candidate resolve issues.
- b. Links to a chat application to provide a text chat session with a Technical Support representative which will be available 24 hours a day, seven-days-a-week, excluding Holiday Unavailability and Scheduled Maintenance periods.
- c. Links to email where Candidates can email for assistance with a Technical Support representative being available 24 hours a day, seven-days-a-week, excluding Holiday Unavailability and Scheduled Maintenance, to respond to emails.
- d. Call back to a phone number provided by the Candidate (via textual chat or email) to provide Technical Support which will be available 24 hours a day, seven-days-a-week, excluding Holiday Unavailability and Scheduled Maintenance periods.

Questionmark and its Proctoring Partner will plan to sufficiently staff Technical Support services to reasonably meet the anticipated volumes of calls/emails from Candidates. Questionmark will refer to Customer any issues raised as Technical Support that are not appropriate for Technical Support, including billing or other subscription management questions, forgotten password questions, identifying a Candidate's correct user id and any questions on the content or results of the Exams.

2.2 Proctored Exam Sessions. As set out in the Order, Customer may pre-purchase a number of Live Online Proctored Exams counted as follows:

- Starting an Exam for the first time
or
- Retaking an Exam that Candidate has previously failed to complete or pass
or
- No Show
or

Should an Exam be started but not completed due to a failure at Questionmark's server or our subcontractors server, then the Exam start will not be counted.

25% of the proctoring Fee is payable in the event of a No Show.

2.3 Types of Exams being Proctored. Unless otherwise set out in the Order, Exams are limited to a maximum of 2 hours in length.

2.4 Booking an Exam Appointment. A Candidate should be able to book an appointment with a Proctor within a reasonable time frame, regardless of the time zone in which the Candidate is located. Unless otherwise agreed in an Order, appointments cannot be booked less than 72 hours in advance, the Order will stipulate which of the following options applies and the additional fees due: (i) Take It Now - book an appointment less than 24 hours in advance; (ii) Take It Soon - book an appointment between 24 and 72 hours in advance.

2.5 Proctoring. Questionmark will provide the Live Online Proctoring Service in English for Candidates with the following coverage:

- a. The Live Online Proctoring Service will be available 24 hours a day, seven-days-a-week, excluding Holiday Unavailability and Scheduled Maintenance periods.
- b. Questionmark will plan to sufficiently staff the Live Online Proctoring Service to reasonably meet the anticipated volumes of Exams scheduled and use reasonable skill and care in the Candidate Authentication Process. Questionmark will seek to minimize the Candidate Wait Time for Proctor.
- c. Audio and video will be monitored from the Candidate's device by the Proctor in order to authenticate the Candidate. In addition to the user name and password required to access the Exam Delivery System, the Candidate Authentication Process will normally require the Candidate to present an original form of valid (i.e. not expired) photo identification ("ID").
- d. Questionmark will take a picture of the ID provided and store for short-term review, if required.
- e. Monitor the Candidate. After successful completion of the Candidate Authentication Process, the Proctor will start the Exam to permit the Candidate to answer the Exam questions. During the Exam the Proctor will monitor the audio and video from the Candidate's device to identify a Potential Incident. During the Exam, the Proctor may Pause Exam if they

detect and to investigate a Potential Incident. If the Potential Incident is investigated and determined to be a false alarm (and so not an Incident) the Proctor will Continue Exam. If the Potential Incident is investigated and determined to be an Incident the Proctor will Terminate Exam and inform the Candidate.

2.6 Incidents. Questionmark will record evidence and circumstances that lead to triggering Potential Incidents and Incidents. Questionmark is responsible for using reasonable skill and care in recording information and for following Customer's rules on whether behavior leads to a Potential Incident or Incident. The responsibility for determining whether an Incident impacts a Candidate's certification is entirely Customer's.

2.7 Authentication. Detailed criteria to be applied in the Candidate Authentication Process may be agreed between Questionmark and Customer from time to time in addition to those in Section 2.5. Questionmark and its Proctoring Partner shall use reasonable skill and care in performing the Candidate Authentication Process, but shall not be liable to Customer, Candidate or any third party for any errors in carrying out the same, including, but not limited to situations in which a Candidate or alleged Candidate presents false ID that is not spotted by the Proctor and if a Candidate presents genuine ID which appears false to the Proctor.

2.8 Personal Data. In respect of Candidate personal data within the Live Online Proctoring Service, Customer is the data controller, Questionmark is the data processor and the Proctoring Partner is a sub-processor. The Customer confirms that it is permitted to transmit to Questionmark for processing under this Agreement all Candidate personal data without breach of any law, agreement, arrangement or duty or the rights of any third party as necessary for the provision of the Live Online Proctoring Service.

2.9 Record Keeping. Questionmark shall track and maintain records and will make such records available to Customer upon request to demonstrate compliance with the terms of this Service Specification.

2.10 Metrics. Questionmark will share reasonable metrics on the Proctoring process from time to time.

2.11 Access to Open Internet. Access to the open internet is restricted in some jurisdictions. Access to and use of the Online Proctoring Service or components thereof requires access to the open internet. Customer is responsible for ensuring that Customer and Candidates have sufficient access to the open internet in order to use the Online Proctoring Service. For clarity the inability of Customer or Candidates to access and use the Online Proctoring Service due to open internet restrictions in any jurisdiction shall not constitute a failure by Questionmark to perform its obligations under this Service Specification.

2.12 Third Party Terms. Use of Live Online Proctoring Service may involve services provided by third party providers. Candidates may be required to accept applicable third party terms and conditions, including privacy policies, in order to access and use the Live Online Proctoring Service. If the Live Online Proctoring Service is provided by Meazure Learning, the Meazure Learning Terms of Service and Privacy Policy at <https://www.questionmark.com/qm-standard-agreements/> will apply to Candidates.

3. Escalation Process

3.1 Teams. Customer and Questionmark will establish and maintain the following teams:

- a. Support Team. The Support Team will deal with day to day and operational issues with the Live Online Proctoring Service and will include representatives from both Parties. The Support Team will meet from time to time and will focus on operational issues and Candidate Satisfaction.
- b. Program Management Team. The Program Management Team will plan to ensure smooth running of the Live Online Proctoring Services and amicable resolution of any recurring issues. The Program Management Team will deal with recurring and strategic issues and consist of representatives from both Parties. Each Party shall ensure that its Program Management Team members make all reasonable efforts to attend Program Management Team meetings. If any Program Management Team member is unable to attend a meeting, that person shall use all reasonable endeavors to ensure that a delegate attends the relevant meeting in his/her place who is briefed and prepared; and that he/she is debriefed by such delegate after the meeting. Each Party may co-opt additional attendees to the Program Management Team as required.

3.2 Informal Escalation. All serious issues and concerns should usually be raised firstly by email and then at the meetings of the Support Team and then, if unresolved, escalated to the Program Management Team before raising the issues more formally.

3.3 Standard Information Systems for Candidates. The following information systems are available for Candidates:

	Normal Operations	Options During Holiday Unavailability
Frequently Asked Questions Page	Yes	Yes

Online Chat with Technical Support	Yes	No
Email with Technical Support	Yes	No
Phone calls answered for Technical Support	Yes	No
Email auto-response to set expectations	Yes (if required)	Yes
Phone message by auto-attendant to set expectations	Yes (if required)	Yes