Questionmark OnPremise Record and Review 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 Questionmark OnPremise Software. This Service Specification defines the service characteristics for a Record and Review Proctoring Service provided as an addition to the Questionmark OnPremise Software and subject to the terms and conditions applicable to the Services agreed in the Order (or most recent quotation for Services provided by Questionmark).

1. Definitions

Within this Service Specification the following definitions shall apply:

a. "Assessment" means a set of questions to determine knowledge, skill or ability answered by a Participant.

b. "Customer" is as defined in the Order.

c. "OnPremise Software" means the software provided by Questionmark to the Customer for the creation, delivery and reporting of Assessments as defined in the terms and conditions agreed in the Order (or most recent quotation for Services provided by Questionmark).

d. "Order" means the written quotation for the Record and Review Proctoring Service provided by Questionmark, as such Order may be amended from time to time by the Parties.

e. "Participant" means any person that participates in an Assessment by answering questions or otherwise responding to the Assessment process.

f. "Parties" or "Party" means Questionmark and/or Customer.

g. "Potential Incident" is an unusual incident which might indicate that the Participant has changed, that the Assessment content is being harvested, the Participant has access to unauthorized people or prohibited materials, or other anomalies during the Assessment.

h. "Questionmark" is one of Questionmark Corporation, Questionmark Computing Limited or Questionmark GmbH as defined in the Order.

i. "Record and Review Proctoring Service" means the service provided to capture Recorded Data during an Assessment to identify Potential Incidents for Customer's review. The Record and Review Proctoring Service is provided as an addition to but is not part of the OnPremise Software. The Record and Review Proctoring Service is part of the "Services" as defined in the terms and conditions agreed in the Order (or most recent quotation for Services provided by Questionmark).

j. "Recorded Data" is the data captured and recorded from the Participant and the Participant's device and stored within the Record and Review Proctoring Service to provide evidence of a Participant's identity and behaviour.

k. "Reviewer" means a member of Customer's personnel that has permissions to review Recorded Data.

l. "Supported Devices" is the range of hardware and software used on devices that are supported to access and use the Record and Review Proctoring Service.

m. "System Check" means the check performed prior to taking an Assessment to ensure that the technology is working correctly.

2. Record and Review Proctoring Service Description

Unless otherwise set out in the Order the services to be delivered will be as follows (subject to change):

2.1   Identification. The Record and Review Proctoring Service can be configured to require Participants to provide identification documents prior to launch of the Assessment and automatically captures an image of such documents. By default only Customer will be able to view the images of Participant identification documents for review. If this option is configured, Participants will not be able to start the Assessment until they have shown identification documents. Customer decides on Participant identification document requirements and is responsible for checking the documents presented by Participants meet its requirements, satisfying itself regarding proper Participant identification and for all decisions taken with respect thereto. The

Record and Review Proctoring Service will not itself check that identification documents presented by the Participant are valid or in accordance with Customer's particular requirements.

2.2   Participant Agreement. Customer may present Participants with a Participant agreement prior to launch of the Assessment. Customer is responsible for the content of such Participant agreement.

2.3   Recording. The Record and Review Proctoring Service will provide configurable recording options including: record video and/or audio of the Participant; record full desktop screen; record web traffic (with or without screenshots). Questionmark cannot guarantee the quality of Recorded Data, including but not limited to for reasons of internet connectivity and due to other factors beyond Questionmark's reasonable control.

2.4   Lockdown. The Record and Review Proctoring Service will provide configurable lockdown options for Customer in respect of the Assessment environment during the Assessment, designed to reduce the ability of Participants to take inappropriate actions.

2.5   Potential Incidents. The Record and Review Proctoring Service will provide Customer with Recorded Data which Customer may review to identify Potential Incidents. Customer is responsible for its use of Recorded Data to identify Potential Incidents and any all decisions it may take as a result of same. Questionmark cannot guarantee that the Record and Review Proctoring Service will identify or result in Customer identifying all Potential Incidents or that Potential Incidents identified actually involve activity that Customer may consider

prohibited or actionable in accordance with its Assessment rules.

2.6 System Check. The Record and Review Proctoring Service will provide Participants the ability to perform a System Check prior to launching the Assessment.

3. Privacy and Security

3.1 Recorded Data. The Record and Review Proctoring Service will record data of and about Participants which is personal data or personal information under applicable laws.

3.2 Encryption. The Record and Review Proctoring Service uses strong encryption designed to ensure that any third parties used by Questionmark to provide the Record and Review Proctoring Service cannot see Recorded Data without permission from Customer.

3.3 Personal Data. Customer is the data controller and Questionmark is a data processor in respect of personal data that is comprised in Recorded Data to which Questionmark may have access. Questionmark shall comply with all its obligations as a data processor under applicable data protection laws and pursuant to the terms and conditions referred to on the Order (or most recent quotation for Services provided by Questionmark) in respect of such Recorded Data. Any third party sub-processors used to provide the Record and Review Proctoring Service are unable to see Recorded Data without permission from Customer and only have access to Recorded Data in encrypted form (without the encryption key).

3.4 Customer as Controller. Customer shall comply with all of its obligations as data controller under applicable laws and pursuant to the terms and conditions referred to on the Order (or most recent quotation for Services provided by Questionmark) in respect of Recorded Data. Customer is responsible for ensuring Recorded Data, including any personal data or personal information, is provided to Questionmark (and any third parties it uses to provide the Record and Review Proctoring Service) and used within the Record and Review Proctoring Service in accordance with all applicable laws, including data protection and privacy laws, including for all such transmission and processing as is necessary by Questionmark (and any third parties it uses to provide the Record and Review Proctoring Service) to provide the Record and Review Proctoring Service in accordance with this Service Specification and the terms and conditions on the Order (or most recent quotation for Services provided by Questionmark).

3.5 Security. The Record and Review Proctoring Service shall be provided using good IT security practices.

3.6 Data Centers. Customer may specify to Questionmark on the Order the production data center location to be used to host the Recorded Data: USA, Canada, Germany or Australia.

3.7 Deletion of Recorded Data. Recorded Data is by default retained in the Record and Review Proctoring Service for 6 months. However, Customers could delete data sooner themselves using the delete function within Proctoring Gradebook.

4.   General Provisions

4.1   Term. The duration of Customer's right to access and use the Record and Review Proctoring Service shall be set out on the Order and shall be no longer than the duration of Customer's license to use the OnPremise Software.

4.2   Fees. Customer shall pay the Fees for the Record and Review Proctoring Service as specified on the Order.

4.3   Proctored Assessment Sessions. Customer may purchase use of the Record and Review Proctoring Service on a Per Participant or Per Assessment basis as set out on the Order. Where Customer purchases on a Per Assessment basis, the number of Assessments counted shall be the sum of all Assessments started. If an Assessment is started but not completed due to a technical issue with Questionmark or the Record and Review Proctoring Service, for clarity excluding technical issues with Customer or Participants including with respect to use of Supported Devices, then the Assessment will not be counted. Where Customer purchases on a Per Participant basis, each Participant is a user that has been allocated a unique ID during an Assessment session during the 12 months following initial purchase of the Record and Review Proctoring Service or its most recent anniversary, whichever is later. Customer agrees to pay for any excess Participants that use the Record and Review Proctoring Service as compared with the agreed Participant numbers on the Order, in accordance with the pricing on the Order.

4.4   System Requirements. Use of the Record and Review Proctoring Service requires both Reviewers and Participants to use the Google Chrome browser and a third party browser extension. Reviewers and Participants will be directed to install the third party Google Chrome browser extension. Additional system requirements may be advised. The current technical requirements for Participant devices are (subject to change at any time):

	Windows	Mac
Browser	Chrome with third party extension	Chrome with third party extension
Operating System	Windows 7+	macOS 10.11+
Processor	Intel Pentium or better	Intel
Free Disk Space	250 MB	250 MB
Free RAM	2 GB1	2 GB1
Upload Speed	0.092 Mbps – 0.244 Mbps2	
Microphone	Any Microphone, either internal or external	
Webcam	320x240 VGA resolution (minimum) internal or external	

4.5   Record Keeping and Audit. Customer shall use its best efforts to report to Questionmark the usage of the Record and Review Proctoring Service and shall track and maintain records with respect to the number of Participants and/or Assessments started and will make such records available to Questionmark upon request. Customer agrees that it will permit Questionmark to review reports from the OnPremise Software using screen-sharing at reasonably convenient times to allow Questionmark to audit and confirm usage.

4.6   Access to Open Internet. Access to the open internet is restricted in some jurisdictions. Access to and use of the Record and Review Proctoring Service or components thereof

requires access to the open internet. Customer is responsible for ensuring that Customer and Participants have sufficient access to the open internet in order to use the Record and Review Proctoring Service. For clarity the inability of Customer or Participants to access and use the Record and Review 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.

4.7   Account Management. Questionmark's Account Management Team and Technical Support Team will provide reasonable day to day support for the Account Manager by email and telephone to help resolve issues with the Record and Review Proctoring Service. All serious issues and concerns should usually be raised firstly with Questionmark's Account Management Team and then, if unresolved, escalated to Questionmark's Chief Customer Officer.

4.8   Intellectual Property. The Record and Review Proctoring Service is owned by a third party. Customer obtains no rights in respect of the Record and Review Proctoring Service other than the limited rights of use expressly set forth in this Service Specification. Customer shall not infringe or misappropriate any intellectual property rights in the Record and Review Proctoring Service and shall indemnify and hold Questionmark and its third party suppliers harmless from any and all claims, liabilities, damages, costs and/or expenses and suits arising out of any claim that Customer's use of the Record and Review Proctoring Service violates the intellectual property rights of any other party (including Questionmark and its third party suppliers).

4.9   Applicable Laws. Customer shall comply with all applicable laws in respect of access to and use of the Record and Review Proctoring Service. If Customer is an educational agency or institution under the Family Educational Rights and Privacy Act and its implementing regulations (20 U.S.C. § 1232G; 34 Part 99) ("FERPA"), Questionmark acknowledges that for this Agreement, it may have access to personally identifiable information from education records that are subject to FERPA ("FERPA Data"). To the extent Questionmark and any third parties it uses to provide the Record and Review Proctoring Service receive FERPA Data when providing the Services, Questionmark and such third parties will in respect of such FERPA Data be functioning as a "school official" with legitimate educational interests as defined in FERPA, and will comply with FERPA. Customer understands Questionmark and any third parties it uses to provide the Record and Review Proctoring Service may have no or limited contact information for Customer's students and students' parents and that Customer is responsible for obtaining any consent that may be required under applicable law, including from students' parents.

4.10   Reasonable Use. Access to the Record and Review Proctoring Service may be suspended or terminated if the Customer or Participants engage in improper or illegal use. When accessing or using the Record and Review Proctoring Service, Customer and Participants shall not: (a) modify or make derivative works based upon the Record and Review Proctoring Service; (b) reverse engineer or access the Record and Review Proctoring Service to build a competitive and/or similar product or copy any ideas of the Record and Review Proctoring Service; (c) probe, scan or

test the vulnerability of the Record and Review Proctoring Service or breach or circumvent any security or authentication measures; (d) access of attempt to access the Record and Review Proctoring Service other than by the authorized means via the OnPremise Software; (e) forge any TCP/IP packet header or email header or post, or in any way use the Record and Review Proctoring Service to send altered, deceptive, or false source-identifying information; or (f) interfere with, or disrupt (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing, or by scripting the creation of Assessments or Recorded Data in such a manner as to interfere with or create an undue burden on the Record and Review Proctoring Service.