

THIRD-PARTY ADMINISTRATOR TESTING SERVICES AGREEMENT

This Third-Party Administrator Testing Services Agreement (the “**Agreement**”) is entered into this ____ day of _____, 20____ (the “**Effective Date**”) between SOLUTIONS THRU SOFTWARE INC., a Nevada corporation (hereinafter referred to as “**STS**”) and _____ (hereinafter referred to as “**TPA**”) (each sometimes referred to herein as a “**Party**” and collectively, as the “**Parties**”).

RECITALS

Whereas STS has been selected by the State of Florida Department of Highway Safety and Motor Vehicles (“**DHSMV**”) to provide secure, electronic Florida driver’s license knowledge and skills testing services through STS’s proprietary testing software and system (the “**Testing Services**”) (the “**STS State Contract**”); and

Whereas, DHSMV has authorized STS to enter separate agreements with certain DHSMV authorized third-party administrators so that STS may grant access to its Testing Services to such third-party administrators for their use in administering tests to individual applicants (“**Applicants**”) in the state of Florida; and

Whereas, TPA herein represents that it is a qualifying DHSMV authorized third-party administrator, eligible to enter into such an agreement with STS for the Testing Services;

Now therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, upon execution of this Agreement, the Parties hereby agree to the terms and conditions set forth in this Agreement.

Article I. TERM, TESTING SERVICES, AND LICENSE

Section 1.01 **Term**. The term of this Agreement shall commence on the Effective Date indicated in the Recitals to this Agreement, and shall remain in full force and effect until the end date of the term of the STS State Contract, or until sooner terminated as provided herein (the “**Term**”).

Section 1.02 **Renewal**. Consistent with the STS State Contract and upon the written agreement of the Parties, this Agreement may be renewed for up to five (5) one (1) year consecutive terms, provided that the STS State Contract has been likewise renewed by DHSMV.

Section 1.03 **Provision of Services**. As authorized by DHSMV and further set forth herein, STS shall supply Testing Services to TPA, in the form of access to its proprietary electronic testing software and system, regardless of whether it is accessed via the Internet or installed on a computer, as well as certain other STS-produced software as may be necessary to effectively utilize such services. The services provided by STS to TPA pursuant to this Agreement shall include: one (1) remote installation of the Testing Services software; use of STS-provided

remote access software; one (1) initial remote training session for the Testing Services; and STS software technical support as further set forth herein.

Section 1.04 License.

- (a) STS shall grant to TPA a non-exclusive, non-transferable, non-perpetual limited license to access and use the Testing Services, with no limitation as to quantity or volume of tests performed per Agreement.
- (b) TPA agrees not to disassemble, reverse engineer, modify, copy, or reproduce the software; rent, lend, lease, sublet, sublease, subcontract, or otherwise resell or distribute the Testing Services to any third-party; use any software, hardware, or other means to interfere or attempt to interfere with the proper functioning of the Testing Services; or in any other way, use or access the Testing Services in a manner not expressly authorized by this Agreement.
- (c) Any modifications, updates, or upgrades to the Testing Services, whether made by STS, or in conjunction with or at the suggestion of TPA, are the exclusive property of STS. This Agreement shall govern any modification, updates, or upgrades that may be provided by STS to replace and/or supplement the Testing Services during the term of this Agreement, unless otherwise agreed in a writing signed by the Parties.
- (d) TPA may operate the Testing Services system from multiple physical or virtual locations, provided however that one invoice shall be provided to TPA for the total fees incurred by TPA for all tests performed at all of TPA's locations in the aggregate.
- (e) TPA must manage all locations through one designated representative of TPA, who shall serve as a point of contact ("POC") for communications with STS.
- (f) If TPA wishes to be provided with location-specific invoices and/or designate a separate POC for other physical or virtual locations, the TPA must enter into a separate third-party administrator agreement with STS for each such location, which shall subject TPA to payment of a separate set of Initial Fees as provided by Section 3.01.

Section 1.05 Availability of Services. Testing Services provided by STS shall generally be available 24 hours per day/7 days per week, with the exception of scheduled maintenance, mandatory blackout periods, or force majeure events outside of the control of STS, for which TPA shall have no right of set-off and STS shall have no liability.

Section 1.06 Software Training and Support.

- (a) TPA's designated POC (per Section 1.04(e)) shall manage any and all technical support needs of the TPA and shall be the one individual on behalf of TPA to initiate and facilitate contact with the STS technical support help desk.
- (b) STS shall provide technical training on the Testing Systems and standard technical support services by phone, remote access, and/or email as necessary to facilitate the

installation, regular operation, use, user management, and maintenance of Testing Services software by TPA in a manner and frequency determined at the discretion of STS, consistent with standards set by DHSMV.

- (c) TPA shall be responsible for the cost of necessary repair and/or reconfiguration in the event of software failure due to TPA's actions or negligence, including but not limited to, intentional software configuration changes, misuse, abuse, viruses or malware, or interference with the Testing Services by a third-party software program installed by TPA, at STS standard service center rates of One Hundred U.S. Dollars (\$100.00) per hour, plus shipping and handling costs if required; provided however, that if TPA chooses to be TPA-Managed as set forth in Section 1.08(a), TPA shall be solely responsible for the resolution of any technical support issues that are determined by STS to be caused by interference with the Testing Services by a third-party software program installed by TPA.
- (d) STS shall provide TPA with use of a third-party software program for purposes of facilitating remote access to TPA's systems by STS technical support personnel. At its discretion when necessary, STS may provide on-site technical support, which may be provided by an authorized third-party contractor selected by STS.
- (e) TPA shall be responsible for all software and/or intermediary resources that may be necessary to facilitate connectivity and operation of the Testing Services, including but not limited to, operating systems, graphical user interfaces, test payment collection, test administration, and internet services, unless TPA has selected, and agrees to pay additional per test transaction fees ("**Custom Interface Charges**") for, an optional plan for such services pursuant to Article IV of this Agreement (an "**Interface Model**"), or subsequently enters a separate written agreement with STS for the provision of such services, which shall then be provided pursuant to the terms and conditions therein.

Section 1.07 Hardware Requirements. If TPA performs driver's license skills testing as of the Effective Date or at any point during the Term, TPA shall purchase from STS a Motion Computing brand tablet (the "**Tablet**"), pursuant to the separate Tablet agreement attached as an Exhibit to this Agreement. The provision, maintenance, and repair of such Tablet will be provided by STS to TPA as set forth therein. The Tablet is intended to be used solely for the provision of the Testing Services. TPA agrees to not install or use software programs on the Tablet other than those required for the Testing Services pursuant to this Agreement.

Section 1.08 Tablet Management and Software Updates.

- (a) STS shall provide TPA with required Testing Services software updates, an antivirus program with required updates, and other required configuration services for Testing Services ("**STS-Managed**") via remote access, at STS' discretion; provided however, that at its option, TPA may choose to perform these functions independently, without assistance from STS ("**TPA-Managed**").

- (b) Should TPA choose a TPA-Managed Tablet, TPA is required, and assumes the responsibility at its cost, to install and maintain an antivirus program for protection of the Testing Services utilized on the Tablet. Recommendations for antivirus solutions will be provided by STS upon request.

Section 1.09 Languages. Knowledge testing services shall be provided by STS in English, Spanish, and Haitian Creole languages. Skills testing services shall be provided by STS in English only.

Section 1.10 Access to Services. TPA agrees to protect, to the best of its ability and pursuant to prudent industry standards, all access, passwords, proprietary information, and other resources related to the Testing Services.

Section 1.11 Access to Physical Locations. TPA agrees that employees, authorized agents, and/or contractors of STS shall be provided access to any of TPA's physical locations utilized in the access and provision of Testing Services as may be required for maintenance and repair of STS Testing Services systems.

Section 1.12 Uploading of Test Results. TPA agrees that it has the sole responsibility to upload test results of all drivers' license **skills** testing to the STS server within 48 hours of such test. Failure to do so will result in the purging of such tests, which shall be considered to be a failed result by DHSMV. **Knowledge** testing shall be automatically uploaded by the Testing Services software.

Article II. REPRESENTATIONS AND WARRANTIES

Section 2.01 Valid Existence. STS and TPA each represents and warrants that it is a corporation, partnership, limited liability company, or other business entity duly formed and validly existing under the laws of its jurisdiction of organization and has all requisite power and authority to carry on its businesses as is now being conducted, and shall remain so during the Term of this Agreement.

Section 2.02 Authorization. STS and TPA each represents and warrants that it has full power and authority to enter into this Agreement and to perform its respective obligations under this Agreement.

Section 2.03 Agreement not a Breach. STS and TPA each represents and warrants that the execution, delivery, and performance of this Agreement do not, or will not, violate or conflict with, constitute a breach of or default under, or create in any party the right to terminate, modify or cancel, or otherwise require any action, approval, authorization, or filing with any third party or governmental entity with respect to (a) any judgment, decree or order of any court or governmental entity or agency to which the STS and TPA are a party or (b) any contract or agreement with any third-party.

Section 2.04 Legal Compliance. STS and TPA each represents and warrants that it is, and shall remain at all times during the term of this Agreement, in compliance with all applicable state and federal laws, rules, regulations, policies, procedures, and relevant agreements.

Section 2.05 TPA Agreement with DHSMV. TPA represents and warrants that it has entered an agreement with, and is authorized by, the DHSMV to administer driving tests, which shall remain valid at all times during the Term of this Agreement. TPA represents and warrants that it shall remain in compliance with, and provide written notice to STS immediately upon the termination, revocation, cancellation, expiration, violation, or modification of, such agreement, or other determination by DHSMV of TPA's ineligibility to administer driving tests. (Said agreement is attached hereto as Exhibit A.)

Section 2.06 STS Agreement with DHSMV. STS represents and warrants that it has been selected and authorized by DHSMV to provide the Testing Services and that it shall remain in compliance with, and provide written notice to TPA immediately upon the termination, revocation, cancellation, expiration, violation, or modification of, such authorization or other determination by DHSMV of STS's ineligibility to provide the Testing Services to third-party administrators.

Section 2.07 DHSMV Control. TPA acknowledges that DHSMV retains authority for the regulation of driver's license testing services in Florida and that STS has no control over and makes no representations, warranties, or guarantees and assumes no liability to TPA regarding: (i) the quantity of tests that TPA may be able to provide; (ii) the continuation of the state's third-party testing program; (iii) the content, substance, or algorithm of the driver's license tests; or (iv) related matters within the control and discretion of DHSMV or other parties.

Section 2.08 Responsibility of Applicants. TPA acknowledges that it is each Applicant's responsibility to take any and all necessary steps to obtain his or her driver's license within the timeframe established by the DHSMV upon the completion of driver's license skills and knowledge testing, and that STS assumes no responsibility or liability for an Applicant's failure to do so.

Article III. COMPENSATION AND PAYMENTS

Section 3.01 Initial Fees. Upon execution of this Agreement, the TPA shall submit to STS the following fees:

- (a) One-Time Registration Fee of Five Hundred U.S. Dollars (\$500.00).
- (b) One-Time System Configuration Fee of Three Hundred U.S. Dollars (\$300.00).
- (c) One-Time Training Fee of Two Hundred U.S. Dollars (\$200.00).

Section 3.02 Per Test Fees. In addition to the fees set forth in Section 3.01, TPA shall remit to STS a per test fee for each initiated Florida driver's license test administered by TPA, whether

test is administered electronically or in any other way, and regardless of completion status of test ("**Per Test Fee**").

Section 3.03 Reduction of Per Test Fees. The amount of the Per Test Fee shall be reduced for subsequent tests based on achieving certain levels in the number of tests initiated, as set forth in this Section and in Section 3.04 of this Agreement. The applicable Per Test Fees for the level achieved shall be automatically applied when charged by STS, as follows:

- (a) Four U.S. Dollars and Forty-Two Cents (\$4.42) per test for the first 499,999 tests initiated ("**Level One**") in a Pricing Cycle; plus
- (b) Three U.S. Dollars and Ninety-Two Cents (\$3.92) per test for the 500,000th through 999,999th tests initiated ("**Level Two**") in a Pricing Cycle; plus
- (c) Three U.S. Dollars and Forty-Two Cents (\$3.42) per test for the 1,000,000th test and all subsequent tests initiated ("**Level Three**") in a Pricing Cycle.

Section 3.04 Pricing Cycle for Per Test Fee Reduction.

- (a) Upon commencement of the Term, the timeframe for the calculation of the number of tests to determine the applicable Per Test Fee (the "**Pricing Cycle**") shall begin on the Effective Date and shall end on the next occurring date of April 8.
- (b) The next Pricing Cycle shall begin immediately thereafter on April 9, and end on April 8 of the following year, with subsequent Pricing Cycles throughout the Term to begin on April 9 immediately following the end of the prior Pricing Cycle, and ending on April 8 of the following year.
- (c) Regardless of the number of tests initiated and pricing level achieved in the prior Pricing Cycle, as of April 9 of each year of the Term, the number of tests shall automatically reset to zero and the Per Test Fee shall resume at Level One until a subsequent level of Per Test Fee pricing is achieved.

Section 3.05 Automated Payments.

- (a) TPA's payment of Per Test Fees shall be made by automatic debit from the TPA's bank account via an automated clearing house ("ACH") payment system.
- (b) TPA shall enter into a separate agreement to provide its authorization and acknowledgement of the specific terms of such ACH payments and reconciling statements, and to provide the TPA's required banking information.
- (c) TPA shall ensure that funds are available at the end of each business day (by 11:59 p.m. in the time zone of the TPA) in an amount sufficient to cover all test fees for the aggregate amount of that day's Per Test Fees.

- (d) Upon the occurrence of an inability to withdraw Per Test Fees due to nonsufficient funds in the TPA's bank account, TPA may be subject to immediate termination of Testing Services.
- (e) At the discretion of STS, debit payments may be scheduled less frequently for TPAs with a low daily volume of initiated tests.

Section 3.06 Interest and Billing Disputes. Delinquent accounts over 30 days from the initial payment date shall be subject to a 2% per month interest charge. All billing inquiries must be submitted to STS in writing within the timeframe established by the DHSMV for retention of the data for the applicable billed test(s).

Section 3.07 Pricing Changes.

- (a) The Per Test Fees and other charges set forth in this Agreement have been established based on the provision of Testing Services as set forth by the STS State Contract, and may be subject to change from time to time, as may be directed or approved by the DHSMV to facilitate and expand the Testing Services.
- (b) Written notice of any such rate changes will be provided by STS to TPA sixty (60) calendar days prior to effective date of change.
- (c) TPA shall have ten (10) business days from the date of such notice in which to terminate this Agreement should it not accept the modified terms provided by STS. Such notice of termination must be provided by TPA to STS in writing, pursuant to the notice provisions herein. In the absence of written notice being received by STS, such modified terms shall be deemed accepted by TPA.

Section 3.08 Taxes. All fees are subject to applicable local, state and federal taxes.

Article IV. INTERFACE SERVICES

Section 4.01 Interface Model #1. Pursuant to this Agreement, unless an optional Interface Model is selected, the default Interface Model #1 is provided to TPA. Under this Interface Model, TPA shall provide a graphical user interface, and all web pages and customer support mechanisms necessary for the administration of all tests provided by TPA. There is no additional Custom Interface Charge for Interface Model #1.

Section 4.02 Test Administration. For all optional Interface Models, "administer the test" means the process of dispensing the test to the Applicant, including: presenting the introductory test pages which welcome, instruct, train, and inform the Applicant; presenting the test question pages according to the rules for the type of test and options selected; and presenting the results of the test. If an optional Interface Model is selected by TPA, web pages required to administer the test shall be built and provided by STS. Test administration does not include the eligibility and financial (payment) portions of the testing transaction.

Section 4.03 Optional Interface Models: TPA may select an Interface Model, pursuant to which, STS shall provide, in addition to the Testing Services set forth in this Agreement, the supplemental interface and/or informational technology services described, with payment of the respective Custom Interface Charges, as set forth herein. *Custom Interface Charges are additional per test charges that are payable by TPA to STS in addition to the Initial Fees and Per Test Fees set forth in Article III.*

- (a) Interface Model #2. STS shall provide TPA with the testing web pages, and administer the test after it has been initiated by TPA. TPA shall be responsible for providing the necessary web pages to process the eligibility and financial portion of the transaction, prior to passing the testing portion to STS' system. The Custom Interface Charge for Interface Model #2 is One U.S. Dollar (\$1.00) per test.
- (b) Interface Model #3. STS shall provide the information technology services associated with implementing the Testing Services and training representatives of TPA on the Testing Services software, for the purpose of utilizing the new Testing Services system. STS shall further provide the web pages necessary for the test start process, including payment collection and test administration; however, TPA must build and provide its own "home page." The Custom Interface Charge for Interface Model #3 is Six U.S. Dollars (\$6.00) per test.
- (c) Interface Model #4. This Interface Model is applicable when TPA is offering proctored knowledge tests only. Under Interface Model #4, STS shall provide the information technology services associated with implementing the new Testing Services system and training representatives of TPA on the Testing Services software, for the purpose of utilizing the new Testing Services system. In this model, TPA is responsible for payment collection and the STS web service interface is not provided. TPA shall use STS-built web pages that allow examiners to start tests, monitor tests, abort tests, view the results of tests, print out study guides for tests, and other features. TPA shall use a control station at a desktop computer to manage knowledge tests being sent to other testing stations within the TPA office. . The Custom Interface Charge for Interface Model #4 is Two U.S. Dollars (\$2.00) per test.

Section 4.04 Exclusions to all Optional Interface Models: Interface Models do not include any hardware components, or networking or internet connections required within the TPA office environment, all of which must be provided by TPA.

Section 4.05 Customer Support. TPA shall be the initial point of contact for providing customer support related to the Interface Models.

Article V. **TERMINATION AND AMENDMENT**

Section 5.01 Termination without Cause. Either Party may terminate this Agreement for any reason at any time during the Term upon providing thirty (30) calendar days prior written notice to the other Party and to the DHSMV, specifying the effective date of termination.

Section 5.02 Termination due to Breach. Either Party may terminate this Agreement at any time during the Term immediately upon giving notice to the other Party upon the occurrence of a material breach of a warranty, representation, term or condition of this Agreement by the other Party that is not cured within twenty (20) calendar days after written notice of such breach is provided to that Party.

Section 5.03 Termination for Cause. STS may terminate this agreement at any time during the Term immediately upon giving notice to TPA upon the occurrence of the following events:

- (a) failure to remit fees in accordance with the Agreement;
- (b) dissolution, insolvency, sale, transfer, or merger of the TPA's business;
- (c) violation or termination for any reason of the TPA's agreement with DHSMV;
- (d) a change in law, regulations, or terms of STS's agreement with DHSMV that necessitates termination; or
- (e) as may otherwise be required by DHSMV.

Section 5.04 Amendment/Modification. This Agreement may only be amended or modified by a written instrument executed by both of the Parties; except as may otherwise be provided by this Agreement.

Article VI. CONFIDENTIALITY AND RECORDS RETENTION

Section 6.01 Confidentiality of Personal Information and Applicant Data.

- (a) Through use and implementation of the Testing Services and interface with DHSMV, the Parties may become privy to personal information of an Applicant ("**Personal Information**") as defined by the Driver's Privacy Protection Act of 1994 (18 U.S.C. Chapter 123) (the "**DPPA**"). Each Party agrees that it and its employees and/or authorized agents shall hold in confidence and not disseminate, any such personal information that may be disclosed to it, in compliance with each Party's agreement with DHSMV, the DPPA, and other applicable federal and state laws and regulations.
- (b) TPA agrees to ensure the Personal Information of the Applicant, the Personal Information of the Applicant's parent or guardian, and all financial information provided to TPA as part of this Agreement is protected from unauthorized access or disclosure. TPA acknowledges and agrees that: (1) Applicant Data that is retained under this agreement must be stored so that only authorized users may access the information; (2) During the retention period, the Applicant Data must be backed up to protect against data loss and all backups must be maintained in such a way as to only allow authorized users to access the information; (3) Transmission of Applicant Data must use encryption

to protect the confidentiality of the data and must only be sent to authorized persons or entities; and (4) Applicant Data that exceeds the record retention period must be securely disposed of so that confidentiality is maintained. Further, TPA agrees to comply with the provisions of Section 501.171, Florida Statutes.

Section 6.02 Retention of Personal Information. TPA acknowledges that STS shall retain Personal Information as directed by the DHSMV and in compliance with applicable laws, after which time STS shall purge the Personal Information from its systems and it will no longer be accessible in any form.

Section 6.03 Retention of Test Data. TPA acknowledges that STS shall retain driver's license test result data as directed by the DHSMV and in compliance with applicable laws, after which time STS shall purge the test result data from its systems and it will no longer be accessible in any form.

Section 6.04 Parties' Confidential Information. By providing and using the Testing Services, the Parties may each gain access to, and/or disclose to the other Party, systems, formatting, data, trade secrets, customer lists, and/or propriety and other confidential information relating to the business operations, customers, employees, agents, third-party vendors, or licensees of the other Party, which may be disclosed in writing, orally, visually, or in any other medium ("**Confidential Information**"). Each of the Parties to this Agreement hereby agrees that it will not, and will cause its employees, officers, directors, agents, consultants, affiliates and independent contractors not to, disclose Confidential Information of the other Party or use Confidential Information of the other Party during or after the Term of this Agreement, other than to perform its obligations as required by law and pursuant to this Agreement. Each Party shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care.

Section 6.05 Required Disclosure. Each Party agrees to notify the other Party of any actual or threatened requirement of law or legal process to disclose that Party's Confidential Information promptly upon receiving actual knowledge thereof, and shall assist and cooperate with that Party's reasonable, lawful efforts to resist, limit or delay disclosure. Such requirements include, but are not limited to, requests or demands for Confidential Information by state or federal regulators, or courts of competent jurisdiction.

Section 6.06 Irreparable Harm. The Parties acknowledge and agree that any violation of this section shall cause immediate and irreparable harm to the other Party and, in addition to any other available rights and remedies, the affected Party shall be entitled to immediate injunctive and other relief to prevent the further use and disclosure of the Confidential Information, without requirement to post a bond. This Section shall survive any termination or expiration of this Agreement.

Article VII. PUBLIC RECORDS

Section 7.01 Public Records Request. TPA acknowledges and agrees that when acting on behalf of the DHSMV, in addition to all other conditions of this Agreement, TPA shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be maintained by the DHSMV when performing services.
- (b) Provide the public with access to public records on the same terms and conditions that the DHSMV would provide the records and at a cost as set forth in the DHSMV Policy Number 9.03, Providing Records to the Public, which can be provided by the DHSMV upon request.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost to the DHSMV, all public records in possession of the TPA upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the DHSMV.
- (e) The DHSMV will enforce the applicable Agreement provisions should the TPA fail to comply with a public records request. The Agreement provisions are as follows:
 - (i) First violation - \$100 penalty
 - (ii) Second violation - \$250 penalty
 - (iii) More than two violations - \$500 penalty and/or possible agreement termination.

Article VIII. INDEMNIFICATION

Section 8.01 Indemnification of STS. Without in any manner limiting STS's right to pursue a claim under any insurance policy of TPA or any other legal or equitable remedy, TPA shall indemnify and hold harmless STS, its affiliates and subsidiaries, and their respective shareholders, directors, officers, agents, company, representatives, employees, and designees (collectively, the "**STS Indemnified Parties**") from any liability, damage, claims or causes of action with regard to any and all losses, claims, damages, fees and expenses, including legal or other expenses (including, but not limited to reasonable attorney's fees and costs incurred and all pretrial, trial, post-trial, post-judgment and applicable levels), reasonably incurred or paid by any of the STS Indemnified Parties on account of any negligent or wrongful act, error, or omission of TPA, its agents, sub-agents, shareholders, members, managers, officers, employees

or representatives in the rendering of services pursuant to this Agreement, or any breach or default hereof (including but not limited to, breach of confidentiality, failure to remit tests to DHSMV, failure to remit fees or sums due STS, or failure to comply with the provisions of the Driver's Privacy Protection Act of 1994, Section 501.171, Florida Statutes, or other applicable state or federal laws), or any claims brought by any Applicant or other third-party for breach of contract, negligence, or any intentional act related to the Testing Services, except to the extent that STS has solely caused such liability or damage. The terms of this section shall survive expiration or termination of this Agreement.

Section 8.02 Indemnification of TPA. STS shall indemnify and hold harmless the TPA, its officers and employees from any liability, damage, claims or causes of action with regard to any and all losses, claims, damages, fees and expenses (including, but not limited to reasonable attorney's fees and costs incurred at all pretrial, trial, post-trial, post-judgment and applicable levels), reasonably incurred or paid by TPA solely as a result of any negligent or willful misconduct of STS in the performance of any duty set forth in this Agreement; provided, however, that STS shall not be obligated hereunder if TPA or any of its officers, shareholders, members, managers, employees, representatives, or agents caused or contributed to such claim, cause of action, liability or damage.

Article IX. GENERAL PROVISIONS

Section 9.01 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its conflict of law principles.

Section 9.02 Relationship. The Parties acknowledge that nothing contained herein shall be construed as giving rise to an employee/employer, partnership, or joint venture relationship between the Parties or their agents. Each Party shall have exclusive control over the conduct of its business, subject to requirements imposed by applicable law, the terms of this Agreement and schedules, addenda, or attachments hereto.

Section 9.03 Notices. Any notices or deliveries required in the performance of this Agreement shall be in writing and will be deemed completed when hand-delivered; when expressly confirmed if sent by facsimile or email transmission; when confirmed as delivered by commercial delivery carrier; or three (3) business days after being placed in the mail, postage prepaid, return receipt requested to the parties at the addresses indicated below, or as the parties may later designate in writing. Each Party shall each provide written notice to the other Party of any changes of billing or physical address within ten (10) calendars days of such change.

CONTACT INFORMATION FOR "STS":

Solutions Thru Software Inc.
Attention: Guy Chomistek

631 N. Stephanie Street #527
Henderson, Nevada 89014-2644
Tel: (877) 926-4637
Fax: (877) 526-0155
Contact e-mail: sales@sts-intl.com

CONTACT INFORMATION FOR "TPA":

Company Name: _____
Mailing Address: _____

Contact Name: _____
Contact Phone #: _____
FAX #: _____
Contact e-mail: _____

Section 9.04 Waiver. The failure of either Party to take any action, or to delay taking any action, related to any default by the other Party or any other right hereunder, shall not be deemed to constitute a waiver of the default, any subsequent default, or any other right hereunder or an amendment to this Agreement. A waiver by either Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.

Section 9.05 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it is the intent of the parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.

Section 9.06 Survival. The Parties acknowledge that they shall continue to be bound by, and shall perform, subsequent to the termination or expiration of the Agreement, all of the obligations set forth herein necessary to fulfill the obligations of the Parties pursuant to this Agreement.

Section 9.07 Heirs and Assigns. Except as otherwise provided herein, this Agreement will pass to the benefit of, and be binding upon, the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

Section 9.08 Counterparts and Electronic Delivery. This Agreement may be signed in any number of counterparts, all of which together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of the document, will have the same effect as physical delivery of the paper document bearing the original signature. "Original signature" means a signature that has not been mechanically or electronically reproduced.

Section 9.09 Headings; Interpretation. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural, and vice versa.

Section 9.10 Assignment. This Agreement may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by TPA without the express prior written consent of STS.

Section 9.11 Entire Agreement. This Agreement (including any exhibits and schedules hereto) constitutes the entire agreement among the Parties. This Agreement supersedes all previous agreements or understandings, whether written or oral, between the Parties, relative to the subject matter hereof.

Section 9.12 Jurisdiction; Venue. In the event that any action, suit or other proceeding is brought in connection with this Agreement, the parties hereto hereby (a) irrevocably consent to the exclusive exercise of jurisdiction over them and, to the extent permitted by applicable laws, their property, by the trial courts (state or federal) seated in Broward County, Florida, or a U.S. District Court having jurisdiction over Broward County, Florida, and (b) irrevocably waive any objection they or any of them might now or hereafter have or assert to the venue of any such proceeding in any court described in clause (a) above.

[Option selection page follows]

TPA OPTION SELECTIONS

1.) Please select one option per Section 1.08(a):

- ☐ **TPA-Managed:** TPA opts *not* to receive Tablet management services from STS. TPA shall be responsible for obtaining, maintaining, and repairing all necessary software and software updates meeting the minimum specifications determined by STS to provide the Testing Services, pursuant to this Agreement.
- ☐ **STS-Managed:** TPA shall receive Tablet management services from STS, including software updates and antivirus protection for the Tablet, pursuant to this Agreement.

2.) Please select one option per Article IV :

- ☐ **Interface Model #1:** TPA shall provide a graphical user interface, and all web pages and customer support mechanisms necessary for the administration of all tests provided by TPA. There is no additional Custom Interface Charge for Interface Model #1.
- ☐ **Interface Model #2:** STS shall provide TPA with the testing web pages, and administer the test after it has been initiated by TPA. TPA shall be responsible for providing the necessary web pages to process the eligibility and financial portion of the transaction. The Custom Interface Charge for Interface Model #2 is One U.S. Dollar (\$1.00) per test.
- ☐ **Interface Model #3:** STS shall provide the information technology services associated with implementing the Testing Services and training representatives of TPA on the Testing Services software. STS shall further provide the web pages necessary for the test start process, including payment collection and test administration; however, TPA must build and provide its own "home page." The Custom Interface Charge for Interface Model #3 is Six U.S. Dollars (\$6.00) per test.
- ☐ **Interface Model #4:** This Interface Model is applicable when TPA is offering proctored knowledge tests only. STS shall provide the information technology services associated with implementing the new Testing Services system and training representatives of TPA on the Testing Services software. TPA is responsible for payment collection and the STS web service interface is not provided. TPA shall use STS-built web pages and a control station at a desktop computer, as described. The Custom Interface Charge for Interface Model #4 is Two U.S. Dollars (\$2.00) per test.

[Signature page follows]

SIGNATURE PAGE TO
THIRD-PARTY ADMINISTRATOR TESTING SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“STS” authorized signatory

“TPA” authorized signatory

Per:

Per:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

[Exhibits follow]

EXHIBIT A TO
THIRD-PARTY ADMINISTRATOR TESTING SERVICES AGREEMENT

TPA's Agreement with Florida DHSMV

(Attached)

EXHIBIT B TO
THIRD-PARTY ADMINISTRATOR TESTING SERVICES AGREEMENT

TPA Tablet Agreement

(Attached)

EXHIBIT C TO
THIRD-PARTY ADMINISTRATOR TESTING SERVICES AGREEMENT

ACH Payment Authorization Form

(Attached)

