# **AIAG Remote Proctor Usage Agreement**

By making payment for the AIAG Remote Proctor Solution or clicking the box stating you accept or agree to these terms, you signify your agreement to the terms of this Usage Agreement. If you do not agree to these terms of use, you may not use the Remote Proctor Solution.

This Remote Proctor System Usage Agreement (this "Usage Agreement") is made effective upon your acceptance of the terms or upon your payment of a Remote Proctor Solution and is by and between you, (the, "Customer") and the Automotive Industry Action Group (AIAG), 4400 Town Center, Southfield, MI 48075, USA.

The Customer Agrees as follows:

Customer desires to use the Remote Proctor Solution to complete certain examination(s) in a proctored environment as an alternative to the human proctored environment so that Customer can complete these certain examination(s) at any time within the Usage Period. Customer acknowledges that payment for these examination(s) has been made prior to or at the time of executing this Usage Agreement and payment for the examination(s) is outside of this Usage Agreement. In the event there is a prerequisite training program prior to the examination, the customer acknowledges and understands that access to the examination will not be granted until the prerequisite is completed.

- The remote proctor solution uses your computer's webcam and microphone to document video footage of your environment while you complete an online assessment using a supported web browser. Captured information includes your photo, a 360-degree view of your test-taking environment, audio from the room while taking the assessment, and screen captures/recordings of your computer screen. Once you complete your assessment, all recording ceases immediately. We encrypt the recorded data and securely store it on our servers, where it will be reviewed by authorized assessment personnel.
- The customer must provide a payment method during registration period based on what is accepted by AIAG. However, if they provide a purchase order the payment in full must be received before results and applicable certificates are distributed.
- The customer has only accessed the exam after the course portion has been completed.

## **EXAMINATION TIME-FRAME**

The Remote Proctor Solution is not intended to alter the examination rules or expectations as identified in the examination. The Customer will be expected to complete his or her examination within the established timeframe as indicated in the examination.

## **USAGE PERIOD**

The Usage Period is defined as the established timeframe indicated for the proctored examination(s) included in the enrollment offer. The Usage Period will end once the Customer completes the examination(s) included in the enrollment offer.

## **EXAMINATION RULES, RESTRICTIONS, AND HONOR CODE**

Excessive instances of logging-in and out of the examination (not related to internet connectivity issues), obstructing the video and audio or random verification will result in a detailed review of the examination recording. The Customer may not use email, telephone, or any other electronic communication during

the examination except to contact technical support if necessary, or in an emergency. The Customer may not use another computer or electronic device for any reason.

Unless otherwise provided by the Company, it is also a violation of the rules for the Customer, in connection with an examination, to:

- Give, receive, or solicit aid relating to the substance of the examination during any examination, or in connection with any retake examination.
- Operate unnecessary programs on the computer, including email programs, chat/communication programs, or any other program that may send notifications.
- Retain examination questions (hard or electronic copies).
- Discuss the examination with any party during or after the examination.

## Reference Material Allowed During A Proctored Assessment

You may only use approved reference materials as follows:

- All participant material provided for the training course, including hardcopy material and the Self-Study and Participant Workbook received and completed electronically.
- Personal notes created during the course.

### Notes:

- 1. Use of any other electronic material or software is strictly prohibited.
- 2. Required standards for reference are available in the online exam interface using the "Standards Explorer" feature.

### **TECHNICAL SUPPORT**

Customer understands that while the Customer may complete the examination(s) at any time during the Usage Period, technical support will only be available during normal business hours Monday to Friday 8:30 am to 4:30 pm Eastern Time except during statutory holidays that occur from time to time in Canada.

For technical support after hours, send an email to: <u>techsupport@aiag.plexuselearning.com</u> and a response will be provided within one business day.

During the business hours for Technical Support the Customer may (during exam Usage Period) call: +1 (226) 777-0155 ext. 4. (USA and International)

#### **RECOMMENDATIONS FOR OPTIMAL USE**

It should be noted that use of a wired internet connection is strongly recommended over a wireless connection. This will help to ensure that connection is not lost during an examination. For wireless connections, a connection speed of at least 10 megabits-per-second download speed, and at least 5 megabit-per-second upload speed is recommended. Open Wi-Fi connections in hotels and other public venues are not recommended.

#### **USAGE PAYMENT**

The Usage Payment shall be made by Customer and received by Company in advance of use. A payment method must be provided during registration to the course. The training fee must be paid in full in order to receive results of the exam and the applicable certificate.

#### TAXES AND FEES

Customer shall pay all taxes and fees (if any) relating to this Agreement.

### ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire agreement between the parties relating to the Remote Proctor Solution Usage. No modification or amendment of this contract shall be effective unless in writing and signed by both parties. This contract replaces any and all prior agreements between the parties.

## **GOVERNING LAW**

This contract shall be construed in accordance with the laws of the State of Michigan, United States of America.

### SEVERABILITY

If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### WAIVER

The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

Customer agrees to the terms and conditions of this Agreement.

Customer Signature Date