



RAISE LABS: COLLEGE MASTER SERVICES AGREEMENT

This College Master Services Agreement (the “MSA”) is made between CampusLogic, Inc. (“**CampusLogic**”), successor in interest to Raise Labs Inc., dba RaiseMe, a Delaware Corporation, (“**RaiseMe**”), and the College Partner identified on the Order Form (the “**Partner**”), together referred to as the “**Parties**” and individually as a “**Party**.” Specific service terms will be set forth in the Order Form and are binding on the Parties and subject to this MSA upon execution of the Order Form. The effective date of this Agreement is the Start Date listed on the Order Form (the “**Effective Date**”). Each Order Form is governed by and incorporates the following documents in effect as of the date of last update of such documents, collectively referred to as the “Agreement,” and consists of:

1. the Order Form;
2. this MSA;
3. any appendices to the MSA

In the event of a conflict, the order of precedence is as set out above in descending order of control.

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1. DEFINITIONS

- 1.1. **“Applications Received”** means the number of applications from Student Users of the Platform to Partner’s undergraduate program, during a given application cycle.
- 1.2. **“Confidential Information”** means any information disclosed by one Party to the other, which, if in written, graphic, machine readable or other tangible form is marked “Confidential” or “Proprietary” or which, if disclosed orally or by demonstration, is identified at the time of disclosure as confidential and reduced to a writing marked “Confidential” and delivered to the receiving party within thirty (30) days of such disclosure; or by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. Notwithstanding any failure to so identify them, all technology or proprietary information underlying the RaiseMe Service and Platform shall be deemed Confidential Information of CampusLogic.
- 1.3. **“Documentation”** means any documentation provided by CampusLogic for use with the Service and Platform under this Agreement, including but not limited to, onboarding materials, training information, compliance information, and marketing materials for Partner Users and Student Users.
- 1.4. **“Intellectual Property Rights”** means all rights in, to, or arising out of: (i) any U.S., international or foreign patent in the RaiseMe Service and Platform, and any and all patent reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, database rights, software, moral rights, trademarks, and rights of personality, privacy and likeness, whether arising by operation of law, contract, license or otherwise; or (iv) any other similar or equivalent proprietary rights anywhere in the world.
- 1.5. **“Scholarship”** means the credits towards undergraduate financial aid that Student Users earn on the Platform and that partners honor in financial aid packages to Student Users who matriculate into partners’ institutions.
- 1.6. **“Partner Data”** means any data or other information provided by Partner to CampusLogic that is processed or stored on Partner’s behalf.
- 1.7. **“Partner Marks”** means any trademarks, service marks, trade names, logos, words or symbols owned by, registered to, associated with or uniquely identify Partner.
- 1.8. **“Partner User”** means an employee or contractor of Partner authorized to use the Cloud Services (see Section 2) or access the Platform.
- 1.9. **“Platform”** means the RaiseMe cloud platform, upon which various RaiseMe services operate, that facilitates interactions between partner institutions, Student Users, and RaiseMe (**“Student Connections Service”**).
- 1.10. **“Student Follower”** means a student in high school, i.e. grades nine through twelve, who (i) accesses and uses the RaiseMe Platform to receive scholarships with partners; and (ii) follows the Partner on the Platform.

- 1.11. **“Student User”** means either (i) a student in high school, i.e. grades nine through twelve, who accesses and uses the Platform to receive scholarships with partners; or (ii) a student who earned scholarships on the Platform and who subsequently matriculated from high school into a partner’s freshman undergraduate class.
- 1.12. **“Subscription Term”** means the length of time each party agrees to be bound by this Agreement and the initial Subscription Term is generally determined in the Order Form.

2. CLOUD SERVICES

2.1. **Cloud Services.** The Platform service offerings include general services (applicable to all Partners) and specific services defined in the below Products, including all changes, corrections, bug fixes, enhancements, updates and other modifications thereto (**“Services”**). The Services enable college and university Partners to host scholarships to Student Users of the Platform. For example, based on Partner Eligibility Criteria that the college Partner specifies ([Appendix A](#)), the Platform facilitates the earning of financial aid scholarships from the college Partner through specific Products, (listed below).

2.1.1. **“First-Time Freshmen Product”** refers to the product on the Platform, and relevant features, that enables Partners to target scholarship offerings to high school students residing in the United States who have yet to matriculate at a college or university.

2.1.2. **“Transfer Scholarship Product”** refers to the product on the Platform, and relevant features, that enables Partners to provide scholarship credits, to students currently studying at a college or university other than the Partner’s academic institution (**“Transfer Student Users”**), which can transfer to Partner’s institution. Partner shall honor transfer scholarship awards for incoming transfer students, provided that the transfer students meet all admissions standards at the time of application and enrollment and such students are accepted and matriculate into Partner’s institution.

2.1.2.1. **Degree Plan Tool.** The **“Degree Plan Tool”** is an optional feature within the Transfer Scholarship Product that enhances the power of the Transfer Scholarship Product for both the Partner and the Student User. The Degree Plan Tool allows Student Users to track progress toward transferability based on a selected major, and earn micro-scholarships related to degree progress.

2.1.3. **“International Scholarship Product”** refers to the product on the Platform, and relevant features, that enables Partners to provide scholarship credits for students, both U.S. citizens and non-U.S. citizens attending international high schools with a U.S.-oriented curriculum (**“International Student Users”**), that will apply to any such student’s tuition upon such student’s application to and matriculation at the Partner institution. The International Scholarship Product allows Partners to target scholarships to students based on country of residence, high school, and citizenship status, and to offer different scholarship maximums and program criteria to different groups of international student users.

2.2. **Subscription for Cloud Services.** During the Subscription Term, Partner may access and use the Services purchased via the Order Form. All Services are subject to relevant privacy

and use policies, including those posted on web properties (e.g., www.raise.me), and may be updated from time to time. CampusLogic retains all right, title, and interest in the underlying intellectual property of the Platform and Services, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service or any of its components.

2.2.1. CampusLogic may expand its service offerings and may offer its expanded service offerings to Partner (“**Additional Services**”) as supplementary options for additional services to this Agreement. CampusLogic shall not be obligated to provide Partner with any expansion to Services under current or past fee schedules (or any part of this Agreement).

2.3. **Neutral Platform.** CampusLogic shall be a neutral third party vendor to all partners with regards to partners’ recruitment and awarding of financial aid. CampusLogic will make commercially reasonable efforts to offer the same range of services to partners and potential partners as they become generally available and are no longer in development or testing.

3. FEES

3.1. **Subscription Fee.** Partner shall pay annual subscription fees to CampusLogic for respective the cloud services it has selected on the Order Form and for access to Services (the “Subscription Fee”). Subscription fees are due for each distinct Subscription Term. Where the initial Subscription Term is a partial year or multiple years, the Subscription Fee may be prorated (as reflected in the Order Form).

3.2. Partner’s obligation to pay the Subscription Fee shall accrue on the first day of each Subscription Term, regardless of whether that day falls within any termination notice period. CampusLogic may invoice all amounts due after the first day of each Subscription Term.

3.3. **Invoices.** All amounts payable to CampusLogic under the Agreement will be due in the time frame designated in the Order Form. If no clear time frame is designated, invoices are to be paid within 30 days (Net 30). Payment obligations are non-cancelable and fees paid are non-refundable. Overdue payments will be subject to interest at the rate of 1.50 % per month. Non-payment of invoices within the designated time frame constitutes a material breach of this Agreement.

3.4. **Auto-Renewal.** This Agreement shall automatically renew for an additional Subscription Term of one (1) year (“Renewal Subscription Term”) following the end of the initial Subscription Term that is listed in the Order Form. This Agreement will not automatically renew if (1) the Order Form specifically states otherwise or (2) either Party provides written notice of its intention not to renew at least sixty (60) days prior to expiration of the current Subscription Term. Auto-renewal shall continue for additional subsequent terms until either party elects to not renew.

3.5. **Renewal Subscription Fee:** Partner shall pay a Renewal Subscription Fee within thirty (30) days of the start of the Renewal Subscription Term (a “Renewal Subscription Fee”), unless other payment terms are stated in the Order Form.

Renewal Fee Calculation: Partner’s Renewal Subscription Fee will be determined

using the pricing tiers and guidelines as set forth in the Order Form. Based on the pricing table and the number of Student User Applications Received, the new Renewal Subscription Fee for the subsequent Subscription Term will be adjusted, except that for any Subscription Term, the subsequent annual Subscription Fee shall not decrease.

If Partner provides Partner Statistics for the Subscription Term in a timely manner (as required), the subsequent annual Subscription Fee increase shall be limited to a maximum of two tiers above the current Subscription Fee Tier, unless otherwise agreed upon in writing.

- 3.5.1. **Changes to Renewal Fees:** Renewal fees are subject to change upon renewal or extension of this Agreement, so long as CampusLogic provides sixty (60) days prior notice to Partner. CampusLogic reserves the right to adjust pricing for each individual Partner.

4. TERM AND TERMINATION

- 4.1. **Subscription Term(s).** The initial Subscription Term(s) is typically defined in the Order Form, otherwise the default initial Subscription Term is one (1) year beginning on the Effective Date (the "Subscription Term"). All Subscription Terms that auto-renew beyond the initial Subscription Term are subject to the renewal terms in Section 3 (i.e., auto-renewal for one (1) year Subscription Term).

- 4.2. **Termination for Cause.** This Agreement may be terminated by either Party upon delivery of written notice of termination to the other Party, as follows:

(a) if the other Party fails to perform or observe any material term or condition in the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach from the non-breaching Party; or

(b) if the other Party (i) makes a general assignment for the benefit of creditors, (ii) admits in writing its inability to pay debts as they come due, (iii) voluntarily files a petition or similar document initiating any bankruptcy or reorganization proceeding, or (iv) involuntarily becomes the subject of a petition in bankruptcy or reorganization proceeding and such proceeding shall not have been dismissed or stayed within sixty (60) days after such filing.

- 4.3. **Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, Partner shall cease to have access to Services and all of Partner's rights to receive Services detailed in this Agreement shall cease.

- 4.3.1. **Scholarship Accrual.** Upon termination or expiration of this Agreement, Partner shall continue to honor Scholarships, as set forth in Section 5 and Section 5.2, to Student Users accrued until the time of termination or expiration of this Agreement.

- 4.3.2. **Confidential Information.** Upon termination or expiration of this Agreement, each Party shall promptly return, or destroy at the other Party's request, all Confidential Information of the other Party (including all Documentation), unless otherwise required by legal request or obligation.

4.3.3. **Survival of Terms.** Sections 1 (Definitions), 4.3 (Effect of Termination), 5 (Warranties), 7 (Intellectual Property), 8 (Confidential Information), 10 (Indemnification and Limitations on Liability), and 11 (General) shall survive termination of the Agreement for any reason. All other rights and obligations of the Parties under the Agreement shall expire upon termination of the Agreement, except that all payment obligations accrued hereunder prior to termination or expiration shall survive such termination. For clarity, expiration or termination of this Agreement will not relieve Partner of its obligation to pay the portion of the Subscription Fees (whether Annual or Renewal) associated with the provision of Services leading up to the effective date of the expiration or termination.

5. **WARRANTIES**

5.1. CAMPUSLOGIC MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, THE PLATFORM, OR ANY OTHER ACCOMPANYING MATERIALS PROVIDED HEREUNDER. CAMPUSLOGIC SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND OF UNINTERRUPTED OR ERROR-FREE SERVICES, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS.

5.2. **Partner Warranties**

5.2.1. Partner agrees that student participation in the Platform, and the scholarship earning service of the Platform, shall not reduce the likelihood of acceptance through Partner's admissions process.

5.2.2. Partner agrees to honor all Scholarships, related to any product (listed in Section 2), earned by Student Users on the Platform, provided the Student Users meet all admissions standards at the time of application and enrollment and such Student Users are accepted and matriculate into Partner's institution. Partner guarantees that matriculated Student Users with Scholarships will receive a financial aid award at least equal to the amount of the Scholarship on the Platform, and shall detail the portion attributable to the Scholarships in financial aid award letters to Student Users.

5.2.3. Student Users have a maximum of two (2) years from the date of high school graduation to matriculate into Partner's institution as a first-year undergraduate and to receive the amount of Scholarships as financial aid from Partner, unless explicitly stated otherwise.

5.2.4. Partner agrees to honor Student Users' Scholarships in part awarded retroactively for Student Users' previous achievements. Specifically, Student Users may register achievements that occurred prior to the Student User onboarding onto the Platform, and these prior achievements will be used to qualify Student User's for Scholarships.

5.2.5. If Partner discontinues access to the Services, the Partner must agree to honor

existing Scholarships accrued by Student Users prior to the last day of the Partner's participation, in accordance with Section 5.

- 5.2.6. Scholarships must be applied evenly over the first four years of undergraduate education for students that complete undergraduate education in four or more years. If the student plans to complete undergraduate education in under four years, it is at the Partner's sole discretion to determine how the tuition reduction will be applied per year, provided that the total Scholarship is applied prior to the student's graduation from Partner's college.
- 5.2.7. If a matriculated Student User receives Scholarships under Partner's financial aid process and subsequently transfers out of Partner's institution, Partner shall at a minimum honor the corresponding proportion of the Scholarship based evenly on a four-year undergraduate program, except where Partner has submitted eligibility criteria to CampusLogic limiting transfer student eligibility in accordance with [Appendix B](#), and such eligibility limitations are expressly stated to Student Users on the Platform.
- 5.2.8. Partner may suspend a Student User's redemption of Scholarships if the Student User is not enrolled full-time or does not maintain the Partner's minimum GPA requirements and institutional criteria (as set forth in [Appendix A](#)), only until such time that the Student User remedies the foregoing.
- 5.2.9. **Partner Statistics.** Partner agrees to provide CampusLogic information on whether a Student User on the Platform applied to Partner institution, whether the Student User was admitted, and whether the Student User ultimately matriculates at the Partner institution, so long as Student User consents to such disclosure via the Platform (in accordance with the RaiseMe Terms of Use and Privacy Policy).
- 5.2.10. **Partner Statistics Deadline.** Partner shall provide the information in Section 5.2.9 at least twice a year, within fourteen (14) days of request by CampusLogic.
- 5.2.11. Partner shall honor all promises made by Partner on the Platform. In the event that the Partner fails to honor any such promise, Partner shall provide CampusLogic with notice and explanation of such failure within seven (7) days. Receipt of such notice by CampusLogic does not waive any right or remedy CampusLogic may have under this Agreement. The Partner understands that termination or expiration of this Agreement shall result in the discontinuation of access by Partner to the Platform and associated Services.
- 5.2.12. The Partner will provide the necessary information, including but not limited to eligibility criteria specified in [Appendix A](#), in a timely manner in order for CampusLogic to set up the Services.

6. COMPLIANCE (Department of Education)

- 6.1. The Services and Platform set forth under this agreement are compliant with the Department of Education's incentive compensation regulations, as set forth in 75 FR 66832–66975 (Oct. 29, 2010) and as clarified in *Implementation of Program Integrity Regulations*, DCL GEN-11-05 (Mar. 17, 2011).
- 6.2. CampusLogic is a third party not affiliated with Partner or any other academic institution

that provides education services. CampusLogic provides bundled services to Partner and other academic institutions, that includes provision of technology services, marketing, and submission of information that could lead to the award of financial aid, and may include recruitment services. CampusLogic does not make decisions regarding admissions.

7. INTELLECTUAL PROPERTY

- 7.1. **Technology.** Subject to the limited license and rights set forth in this Agreement, nothing in this Agreement transfers or assigns to either Party any of the other Party's intellectual property or other proprietary rights in the other Party's technology, products, or services. The intellectual property and other proprietary rights in CampusLogic's technology, products, and services, including without limitation the Services, are defined herein as "CampusLogic's Property."
- 7.2. Partner shall not, and shall not permit any third party, to: (i) use the Platform, Services, or Documentation, except to the extent permitted in Section 2; (ii) reverse-engineer, modify or create any derivative work of any part of the Platform, Services, or Documentation; (iii) permit any third parties to use the Platform, Services, or Documentation, except to the extent expressly permitted herein); (iv) market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan the Platform, Services, or Documentation; or (v) use the Platform, Services, or Documentation for commercial time-sharing or service bureau use.
- 7.3. **Partner Data & Trademarks.**
- 7.3.1. Subject to the terms and conditions of this Agreement, the Partner hereby grants CampusLogic a limited, worldwide, non-exclusive, royalty-free license during the Term to use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and make derivative works of Partner Data and Partner Marks in connection with providing the Platform, but excluding any education record data about Partner's students and applicants protected under FERPA.
- 7.3.2. CampusLogic's marks, including those identified in RaiseMe's Documentation to Partner, are the exclusive trademarks or service marks of CampusLogic and may not be used in any manner except as expressly permitted in this Agreement.
- 7.4. **Partner Mark License.** Partner grants CampusLogic a nonexclusive, non-transferable, non-sublicensable, royalty-free license to use Partner's marks, for the purpose of identifying and promoting Partner's participation in the Platform and in connection with CampusLogic's rights, duties, and obligations under this Agreement.
- 7.5. **Reservation of Rights.** CampusLogic reserves all rights to the Platform and Services not otherwise expressly granted in this Section 9.

8. CONFIDENTIALITY

- 8.1. **Nondisclosure.** Each Party (each a "Receiving Party") agrees that it shall use and reproduce the Confidential Information of the other Party (the "Disclosing Party") only for purposes of exercising its rights and performing its obligations under the Agreement and only to the extent necessary for such purposes; shall restrict disclosure of such Confidential Information to the Receiving Party's employees, consultants, or advisors

who have a need to know; and shall not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The foregoing obligations shall be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care. All third parties to whom the Receiving Party discloses Confidential Information must be bound in writing by obligations of confidentiality and non-use at least as protective of such information as the Agreement. Notwithstanding the foregoing, it shall not be a breach of the Agreement for the Receiving Party to disclose Confidential Information if compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure. Notwithstanding anything to the contrary, the Partner agrees to keep confidential all student information on the Platform and limit disclosure to within the Partner's Admissions and Financial Aid Departments, unless otherwise granted permission by the specific student at issue. Notwithstanding the above, CampusLogic further agrees that it will not use or allow access to personally identifiable information from Partner education records, except in accordance with requirements established by Partner and provided to CampusLogic.

- 8.2. **Copies of Documentation.** Partner may make a reasonable number of copies of the Documentation solely to support Partner's use of the Services as authorized under this Agreement, provided that such copies shall include CampusLogic's copyright and any other proprietary notices that appear on the original copies of the Documentation. Any copies of the Documentation made by Partner are the exclusive property of CampusLogic.
- 8.3. **Exceptions.** Notwithstanding anything to the contrary herein, neither Party shall be liable for using or disclosing information that such Party can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach of the Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights.
- 8.3.1. "Open Records" Exception. To the extent local or federal "Open Records" laws, or similar laws, require either Party to disclose certain information related to this Agreement, neither Party will be liable for the legally mandated disclosure of such information.
- 8.4. **Remedies.** The Receiving Party agrees that a breach of this Section 8 may result in immediate and irreparable harm to the Disclosing Party that money damages alone may be inadequate to compensate. Therefore, in the event of such a breach, the Disclosing Party will be entitled to seek equitable relief, including but not limited to a temporary restraining order, temporary injunction or permanent injunction without the posting of a bond or other security.

9. DATA & PRIVACY

- 9.1. **Access & Use.** Unless it receives Partner’s prior written consent, CampusLogic: (i) shall not access, process, or otherwise use Partner Data other than as necessary to facilitate the Services; (ii) shall not give any of its employees access to Partner Data except to the extent that such individual needs access to facilitate performance under this Agreement and is subject to a reasonable written nondisclosure agreement with Partner protecting such data, with terms reasonably consistent with those of this Agreement, including [Appendix B](#); and (iii) shall not give any third party access to Partner Data, including without limitation CampusLogic’s other partners, except subcontractors subject to Section 9.3 below.
- 9.2. **Disclosures Required by Law.** Notwithstanding the foregoing Section 9.1, CampusLogic may disclose Partner Data as required by applicable law or by proper legal or governmental authority. CampusLogic shall give Partner prompt notice of any such legal or governmental demand and reasonably cooperate with Partner in any effort to seek a protective order or otherwise to contest such required disclosure, at Partner’s expense.
- 9.3. **Subcontractors.** CampusLogic shall not permit any subcontractor to access Partner Data unless such Partner is subject to a written contract with CampusLogic protecting the data, with terms reasonably consistent with those of this Agreement, including [Appendix B](#). CampusLogic shall exercise reasonable efforts to ensure that each subcontractor complies with all of the terms of this Agreement related to Partner Data.
- 9.4. **Partner Data.** Partner represents and warrants that Partner Data does not and will not include, and Partner has not and shall not upload or transmit to the Platform, Service, or employees any data (“Excluded Data”) regulated pursuant to the Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501–6506 (the “Excluded Data Laws”). Partner recognizes and agrees that: (a) CampusLogic has no liability for any failure to provide protections set forth in the excluded data laws or otherwise to protect excluded data; and (b) CampusLogic systems are not intended for management or protection of excluded data and may not provide adequate or legally required security for excluded data.
- 9.5. **Privacy.** CampusLogic represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Student User data does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

CampusLogic shall maintain and comply with the privacy notice on its website (www.raise.me/privacy_policy), which shall disclose how the PII of Student Users is collected, used, shared, and protected.

Notwithstanding the foregoing Section 9.1 (Access & Use) and this Section 9.5 (Privacy), CampusLogic may use de-identified or aggregate student data, which does not contain personally identifiable information, to provide and improve its Services or to develop products and services.

- 9.6. **FERPA.** CampusLogic and Partner acknowledge that certain information about Student Users students is contained in data records transferred from between CampusLogic and Partner and in data records maintained by CampusLogic; and that this information is governed by the Family and Educational Rights and Privacy Act of 1974 (“FERPA”) (20 U.S.C. § 1232g). Both Parties agree to protect these records in accordance with FERPA.

- 9.6.1. Specifically with regard to FERPA, CampusLogic agrees to use personally identifiable information in disclosed education record information from Partner only for the purposes for which the disclosure was made. 34 CFR §99.33(a)(2).
- 9.6.2. Partner hereby verifies that its definition of School Official includes CampusLogic as a service provider for purposes of this Agreement, and as provided by Partner in its FERPA notices to Student Users.
- 9.6.3. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

9.7. **Data Processing Agreement.** Partner represents and warrants that it shall comply with the Data Processing Agreement attached hereto as [Appendix B](#) and made part of this agreement by this reference.

9.8. **Data Security**

- 9.8.1. CampusLogic shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Partner Data.
- 9.8.2. In addition, CampusLogic shall maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with Section 9 and [Appendix B](#) of this Agreement. The DataSec Program's policies and procedures shall contain administrative, technical, and physical safeguards.
- 9.8.3. CampusLogic shall comply with its DataSec Program in effect as of the Effective Date, as such program may be modified from time to time, provided no such modification may materially reduce protection of Partner Data.

10. INDEMNIFICATION & LIMITATIONS ON LIABILITY

- 10.1. **Indemnification By RaiseMe.** CampusLogic shall indemnify, defend and hold harmless Partner and Partner's officers, directors, employees, agents, successors and assigns (each, a "Partner Indemnitee") from and against any and all Losses incurred by such Partner Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "Action") by a third party (other than an Affiliate of a Partner Indemnitee) to the extent that such Losses arise from any allegation in such Action that Partner's use of the Services (excluding Partner Data) in compliance with this Agreement (including the Appendices) infringes a U.S. Intellectual Property Right. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any: (a) access to or use of the Services or Documentation in combination with any hardware, platform, software, network or other materials or service not provided or authorized in writing by CampusLogic; (b) modification of the Services or Documentation other than: (i) by or on behalf of CampusLogic; or (ii) with CampusLogic's written approval in accordance with CampusLogic's written specification; (c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Partner by or on behalf of CampusLogic; (d) act, omission or other matter described in Section 10.1, whether or not the same results in any Action against or Losses by any CampusLogic Indemnitee; or (e) claim, suit, action or proceeding within a jurisdiction where such indemnification protections are disallowed.

10.2. **Partner Indemnification.** Partner shall indemnify, defend and hold harmless CampusLogic and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a “CampusLogic Indemnitee”) from and against any and all Losses incurred by such CampusLogic Indemnitee in connection with any Action by a third party (other than an Affiliate of a CampusLogic Indemnitee) that arise out of or relate to any: (a) Partner Data, including any Processing of Partner Data by or on behalf of CampusLogic in accordance with this Agreement; (b) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Partner or any Partner User, including CampusLogic’s compliance with any specifications or directions provided by or on behalf of Partner or any Partner User to the extent prepared without any contribution by CampusLogic; (c) allegation of facts that, if true, would constitute Partner’s breach of any of its representations, warranties, covenants or obligations under this Agreement; (d) negligence or more culpable act or omission (including recklessness or willful misconduct) by Partner, any Partner User, or any third party on behalf of Partner or any User, in connection with this Agreement. The foregoing obligation does not apply to any claim, suit, action or proceeding within a jurisdiction where such indemnification protections are disallowed.

10.3. **Limitations on Damages**

10.3.1. **EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, WARRANTY, OR OTHERWISE.

10.3.2. **MAXIMUM AGGREGATE LIABILITY.** EXCEPT FOR BREACH OF SECTIONS 7 AND 8 AND INDEMNIFICATION FOR THIRD- PARTY DAMAGES ARISING UNDER SECTION 10 OF THIS AGREEMENT, THE MAXIMUM LIABILITY OF EITHER PARTY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS MADE UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY. LICENSEE ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. GENERAL

11.1. **Right to Monitor.** CampusLogic will have the right to review and monitor, on its endpoint, all use of the Platform to ensure compliance with the terms of the Agreement.

11.2. **Third Party Providers.** CampusLogic will host and maintain the Services on servers operated and maintained by or at the direction of CampusLogic. CampusLogic may delegate the performance of certain portions of the Platform to third parties, and CampusLogic shall remain responsible to Partner for the delivery of the Platform.

11.3. **Taxes.** Partner shall, in addition to the other amounts payable under the

Agreement, pay all applicable customs, duties, sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by the Agreement, excluding only taxes based on CampusLogic's net income. Partner agrees to indemnify, defend, and hold harmless CampusLogic, its officers, directors, consultants, employees, successors and assigns from all claims and liability arising from Partner's failure to report or pay any such taxes, duties or assessments.

- 11.4. **Assignment.** Neither Party may assign, sublicense, delegate or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, CampusLogic may, without the consent of Partner, assign the Agreement to an entity merging with, consolidating with, or purchasing all or substantially all its assets or stock, provided that the assignee shall assume all rights and obligations under the Agreement. Any permitted assignment of the Agreement shall be binding upon and enforceable by and against the Parties' successors and assigns, provided that any unauthorized assignment shall be null and void and constitute a breach of the Agreement.
- 11.5. **Restricted Rights.** If Partner is an agency, department or entity of the United States Government ("Government"), Partner agrees, that (i) use, reproduction, release, modification or disclosure of the Services, or any part thereof, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies, (ii) the Services are a commercial product, which was developed at private expense, and (iii) use of the Services by any Government agency, department or other agency of the Government are further restricted as set forth in the Agreement.
- 11.6. **Force Majeure.** Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under the Agreement due to causes beyond the reasonable control of the Party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes, labor disputes, or government action, such as new or changes in laws, orders and embargoes, such Party's performance shall be excused and the time for performance shall be extended accordingly provided that the Party immediately takes all reasonably necessary steps to resume full performance.
- 11.7. **Attorney Fees.** The prevailing Party in any arbitration, suit, or action arising from or relating to this Agreement shall be entitled to receive from the other Party the reasonable costs, expenses, and attorney fees incurred by the prevailing Party in such arbitration, suit, or action.
- 11.8. **Notices.** Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement in writing and addressed to the other Party at the contact information listed in the Order Form. Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Notice shall be deemed to have been duly given on the date the notice is sent when sent by facsimile or email. For reference, notices via email must be sent to contracts@campuslogic.com.
- 11.9. **Relationship of Parties.** The Parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other Party.

Neither Party shall hold itself out as an agent of the other Party. This Agreement will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.

11.10. **Severability.** If any provision of the Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.

11.11. **Waiver.** No delay or failure by either Party to exercise any right or remedy under the Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the Party waiving its rights. A waiver by any Party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.

11.12. **Construction; Advice of Counsel.** Both Parties acknowledge and agree that the Agreement has been jointly prepared and its provisions will not be construed more strictly against either Party as a result of its participation in such preparation. Each Party acknowledges and represents that, in executing the Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of the Agreement.

11.13. **Entire Agreement.** This Agreement, including the Order Form and any appendices and amendments thereto, constitute the entire agreement between the Parties and supersede all previous agreements, oral or written, with respect to the subject matter of the Agreement. The Order Form and Sections 4, 5, 7, 8, and 10 of this Agreement may not be amended without prior written consent of both parties. This remaining Sections, and appendices and amendments, may be amended by CampusLogic from time to time.

APPENDIX A

SCHOLARSHIP ELIGIBILITY CRITERIA

1. **Submission of Eligibility Criteria.** The criteria detailed in the Appendix A must be provided to CampusLogic within 14 days of the execution of this agreement, in order for CampusLogic to meet its obligations under this agreement and set up Partner on the Platform.
2. **Partner Eligibility Criteria.** The eligibility criteria must consist of at least the following:
 - 2.1. **“Partner Submission Deadline”** is the date CampusLogic will submit Scholarship data for Student Users to Partner for financial aid award processing. After this date, Student Users will no longer accumulate scholarships for Partner; however, Student Users may continue to accumulate scholarships on the Platform for other Partners.
 - 2.2. **“Application Deadline”** is the last day Partner allows students, including Student Users, to apply to Partner’s institution.
 - 2.3. **“Annual Enrollment Decision Deadline”** is the date by which Partner will have admitted Partner’s current class of students, and is the start date for Partner to provide information about Student Users that have matriculated at the Partner institution.
 - 2.4. **“Grade Point Average Guidelines”** is the (i) cumulative high GPAs (un-weighted) necessary to qualify for Scholarships with Partner; (ii) the cumulative GPA (un-weighted) in a particular set of courses, such as math and sciences; and/or (iii) a combination of the (i) and (ii).
 - 2.5. **“Disciplinary Actions”** are a list of formal disciplinary actions, in response to serious infractions, taken against a matriculated Student User and which could potentially result in disqualification of existing or additional Scholarships, at Partner’s reasonable discretion.
 - 2.6. **“Scholarship Maintenance Requirements”** are a list of requirements that matriculated Student Users, which have been credited Scholarships through Partner’s financial aid, must maintain to remain eligible for said financial aid.
3. **Additional Partner Eligibility Criteria.** Additional eligibility criteria might be required to allow CampusLogic to provide certain Services, such as diversity demographic factors of Student Users.
4. **Adjustments to Customized Scholarship Service.** Adjustments may be requested at any time in writing, or via the Platform. Requested adjustments, upon approval by CampusLogic, may take up to fifteen (15) days to go into effect.

APPENDIX B

DATA PROCESSING AGREEMENT

1. **Definitions.** For the purposes of this Appendix B, the below capitalized terms shall have the following definitions.

“Agreement” means any agreement or contract previously entered into by CampusLogic and Partner for the provision of services from Partner to CampusLogic.

“Data Controller” means CampusLogic.

“Data Processor” means Partner.

“Data Protection Requirements” means the Directive, the General Data Protection Regulation, Local Data Protection Laws, any subordinate legislation and regulation implementing the General Data Protection Regulation, and all Privacy Laws.

“Directive” means the EU Data Protection Directive 95/46/EC (as amended).

“EU Personal Data” means Personal Data the sharing of which pursuant to this Agreement is regulated by the Directive, the General Data Protection Regulation and Local Data Protection Laws.

“General Data Protection Regulation” means the European Union Regulation on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“Local Data Protection Laws” means any subordinate legislation and regulation implementing the Directive or the General Data Protection Regulation which may apply to the Agreement.

“Personal Data” means information about an individual that (a) can be used to identify, contact or locate a specific individual; (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or (c) is defined as “personal data” or “personal information” by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual.

“Personal Data Breach” means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

“Privacy Laws” means all applicable laws, regulations, and other legal requirements relating to (a) privacy, data security, consumer protection, marketing, promotion, and text messaging, email, and other communications; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

“Process” and its cognates mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Subprocessor” means any entity which provides processing services to Partner in furtherance of Partner’s processing on behalf of CampusLogic.

“Supervisory Authority” means an independent public authority which is established by a European Union member state pursuant to Article 51 of the General Data Protection Regulation.

2. Nature of Data Processing. Each party agrees to process Personal Data received under the Agreement only for the purposes set forth in the Agreement.

3. Compliance with Laws. The parties shall each comply with their respective obligations under all applicable Data Protection Requirements.

4. CampusLogic Obligations. CampusLogic agrees to:

4.1 Comply with its protection, security and other obligations with respect to Personal Data prescribed by Data Protection Requirements for data controllers by: (a) establishing and maintaining a procedure for the exercise of the rights of the individuals whose Personal Data are controlled by CampusLogic; (b) processing only data that has been lawfully and validly collected and ensuring that such data will be relevant and proportionate to the respective uses; and (c) ensuring compliance with the provisions of this Agreement by its personnel or by any third-party accessing or using Personal Data on its behalf.

5. Partner Obligations

5.1 *Processing Requirements.* Partner will:

- a. Process Personal Data (i) only for the purpose of providing, supporting and improving the services (including to provide insights and other reporting), using appropriate technical and organizational security measures; and (ii) in compliance with the instructions received from CampusLogic. Partner will not use or process the Personal Data for any other purpose. Partner will promptly inform CampusLogic in writing if it cannot comply with the requirements under Sections 5-8 of this DPA, in which case CampusLogic may terminate the Agreement or take any other reasonable action, including suspending data processing operations;
- b. Inform CampusLogic promptly if, in Partner’s opinion, an instruction from CampusLogic violates applicable Data Protection Requirements;
- c. If Partner is collecting Personal Data from individuals on behalf of CampusLogic, follow CampusLogic’s instructions regarding such Personal Data collection (including with regard to the provision of notice and exercise of choice);
- d. Take commercially reasonable steps to ensure that (i) persons employed by it and (ii) other persons engaged to perform on Partner’s behalf comply with the terms of the Agreement and this DPA;
- e. Ensure that its employees, authorized agents and any Subprocessors are required to comply with and acknowledge and respect the confidentiality of the Personal Data, including after the end of their respective employment, contract or assignment;

f. If it intends to engage Subprocessors to help it satisfy its obligations in accordance with this DPA or to delegate all or part of the processing activities to such Subprocessors, (i) obtain the prior written consent of CampusLogic to such subcontracting, such consent to not be unreasonably withheld; (ii) remain liable to CampusLogic for the Subprocessors' acts and omissions with regard to data protection where such Subprocessors act on Partner's instructions; and (iii) enter into contractual arrangements with such Subprocessors binding them to provide the same level of data protection and information security to that provided for herein; and

g. Upon request, provide CampusLogic with a summary of Partner's privacy and security policies.

5.2 *Notice to CampusLogic.* Partner will inform CampusLogic if Partner becomes aware of:

a. Any non-compliance by Partner or its employees with Sections 5-8 of this DPA or the Data Protection Requirements relating to the protection of Personal Data processed under this DPA;

b. Any legally binding request for disclosure of Personal Data by a law enforcement authority, unless Partner is otherwise forbidden by law to inform CampusLogic, for example to preserve the confidentiality of an investigation by law enforcement authorities;

c. Any notice, inquiry or investigation by a Supervisory Authority with respect to Personal Data; or

d. Any complaint or request (in particular, requests for access to, rectification or blocking of Personal Data) received directly from data subjects of CampusLogic. Partner will not respond to any such request without CampusLogic's prior written authorization.

5.3 *Assistance to CampusLogic.* Partner will provide reasonable assistance to CampusLogic regarding:

a. Any requests from CampusLogic data subjects in respect of access to or the rectification, erasure, restriction, portability, blocking or deletion of Personal Data that Partner processes for CampusLogic. In the event that a data subject sends such a request directly to Partner, Partner will promptly send such request to CampusLogic;

b. The investigation of Personal Data Breaches and the notification to the Supervisory Authority and CampusLogic's data subjects regarding such Personal Data Breaches; and

c. Where appropriate, the preparation of data protection impact assessments and, where necessary, carrying out consultations with any Supervisory Authority.

5.4 *Required Processing.* If Partner is required by Data Protection Requirements to process any Personal Data for a reason other than providing the services described in the Agreement, Partner will inform CampusLogic of this requirement in advance of any processing, unless Partner is legally prohibited from informing CampusLogic of such processing (e.g., as a result of secrecy requirements that may exist under applicable EU member state laws).

5.5 *Security*. Partner will:

- a. Maintain appropriate organizational and technical security measures (including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response) to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of Personal Data;
- b. Be responsible for the sufficiency of the security, privacy, and confidentiality safeguards of all Partner personnel with respect to Personal Data and liable for any failure by such Partner personnel to meet the terms of this DPA;
- c. Take reasonable steps to confirm that all Partner personnel are protecting the security, privacy and confidentiality of Personal Data consistent with the requirements of this DPA; and
- d. Notify CampusLogic of any Personal Data Breach by Partner, its Subprocessors, or any other third-parties acting on Partner's behalf without undue delay and in any event within 48 hours of becoming aware of a Personal Data Breach.

6. Audits

6.1 *Supervisory Authority Audit*. If a Supervisory Authority requires an audit of the data processing facilities from which Partner processes Personal Data in order to ascertain or monitor CampusLogic's compliance with Data Protection Requirements, Partner will cooperate with such audit. CampusLogic is responsible for all costs and fees related to such audit in addition to the rates for services performed by Partner.

6.2 *Audits*. Partner must, upon CampusLogic's request (not to exceed one request per calendar year), certify compliance with Sections 5-8 of this DPA in writing. If the written response does not provide, in CampusLogic's reasonable judgment, sufficient information to confirm Partner's compliance with the terms of this DPA, then CampusLogic or an accredited third-party audit firm agreed to by both Partner and CampusLogic may audit Partner's compliance with the terms of this DPA during regular business hours, with reasonable advance notice to Partner and subject to reasonable confidentiality procedures. CampusLogic is responsible for all costs and fees related to such audit, in addition to the rates for services performed by Partner. Before the commencement of any such audit, Partner and CampusLogic shall mutually agree upon the scope, timing, and duration of the audit. CampusLogic shall promptly notify Partner with information regarding any non-compliance discovered during the course of an audit.

7. Data Transfers. For transfers of EU Personal Data to Partner for processing by Partner in a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, Partner agrees it will provide at least the same level of privacy protection for EU Personal Data as required under the U.S.-EU and U.S.-Swiss Privacy Shield frameworks. If Partner is unable or becomes unable to comply with these requirements, then EU Personal Data will be processed and used exclusively within the territory of

a member state of the European Union and any movement of EU Personal Data to a non-EU country requires the prior written consent of CampusLogic. Partner shall promptly notify CampusLogic of any inability by Partner to comply with the provisions of this Section 7.

8. Data Return and Deletion. The parties agree that on the termination of the data processing services or upon CampusLogic's reasonable request, Partner shall, and shall cause any Subprocessors to, at the choice of CampusLogic, return all the Personal Data and copies of such data to CampusLogic or securely destroy them and demonstrate to the satisfaction of CampusLogic that it has taken such measures, unless Data Protection Requirements prevent Partner from returning or destroying all or part of the Personal Data disclosed. In such case, Partner agrees to preserve the confidentiality of the Personal Data retained by it and that it will only actively process such Personal Data after such date in order to comply with applicable laws.

9. Controller-To-Controller Scenarios. Each party will, to the extent that it, along with the other party, acts as data controller, as the term is defined in applicable Data Protection Requirements, with respect to Personal Data, reasonably cooperate with the other party to enable the exercise of data protection rights as set forth in the General Data Protection Regulation and in other Data Protection Requirements. Where both parties each act as data controller with respect to Personal Data, and the transfer of data between the parties results in a transfer of EU Personal Data to a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, each party agrees it will provide at least the same level of privacy protection for EU Personal Data as required under the U.S.-EU and U.S.-Swiss Privacy Shield frameworks. The parties acknowledge and agree that each is acting independently as Data Controller with respect of Personal Information and the parties are not joint controllers as defined in the General Data Protection Regulation.

11. Term. This DPA shall remain in effect as long as Partner carries out Personal Data processing operations on behalf of CampusLogic or until the termination of the Agreement (and all Personal Data has been returned or deleted in accordance with Section 8 above).