

**CampusLogic Terms and Conditions**  
**Revised Date: December 2, 2020**

These Terms and Conditions govern the use of the Services provided by CampusLogic, Inc., a Delaware corporation ("**CampusLogic**"), to the Customer identified on any applicable Subscription Order Form. Capitalized terms in these Terms and Conditions shall have the meaning ascribed to them in Appendix A (Definitions), attached and incorporated herein by reference.

**1. DESCRIPTION OF THE SERVICES; AUTHORIZATION**

- A. Services; Authorization. CampusLogic authorizes Customer and its authorized Users on a subscription basis, subject to payment of the Subscription Fees, to access and use the Services as defined in one or more Subscription Order Forms between CampusLogic and Customer, during the Term and subject to the Agreement between CampusLogic and Customer, including without limitation these Terms and Conditions and the CampusLogic, and the Service Level Agreement ("**SLA**"), available at [www.campuslogic.com/resources/legal](http://www.campuslogic.com/resources/legal), and any other exhibits or attachments expressly referenced in a Subscription Order Form. CampusLogic has and will retain sole control over the operation, provision, maintenance, and management of the Services.
- B. Implementation Services. CampusLogic agrees to provide on a one-time basis, and in exchange for the Implementation Fees, the implementation services ("**Implementation Services**") as defined in any Subscription Order Form.
- C. Additional Services; Changes. CampusLogic reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary to maintain or enhance the quality or delivery of the Services to its customers, the competitive strength or market for the Services, the Services' cost efficiency or performance, or to comply with applicable law; provided that it shall not materially reduce or modify the functionality of the Services provided under this Agreement. CampusLogic may offer optional custom development, custom reports, specialized training or other advanced services to Customer (collectively "**Additional Services**"), subject to additional fees and the mutual written agreement of CampusLogic and Customer.
- D. Student Users. Customer agrees that Student Users' use of the Services may be conditioned upon Student Users' acceptance of the CampusLogic end user services agreement, website terms of use and privacy policy available upon registration for use of the Services.

**2. FEES AND PAYMENT**

- A. Fees. In exchange for the Services, Customer shall pay the subscription fees set forth in the applicable Subscription Order Form (the "**Subscription Fee**" or "**Fees**"). Unless otherwise specified in a Subscription Order Form, all Subscription Fees are subscription-based, not usage-based. Implementation Fees are one-time fees due prior to the Service Effective Date, unless otherwise specified in any Subscription Order Form. **Except as may otherwise be set forth herein, all fees are non-refundable.**
- B. Payment. Unless otherwise specified in a Subscription Order Form, Customer agrees to pay all Fees annually in advance on the due date specified in each applicable Subscription Order Form or within thirty (30) calendar days of the invoice date. Customer shall make all payments in US dollars to the address or account on the Subscription Order Form or such other address or account as CampusLogic may specify from time to time.
- C. Fee Increases. Unless otherwise specified in a Subscription Order Form, CampusLogic may, in its sole discretion in accordance with this Section 2, increase Fees annually by providing electronic notice to

Customer of the increased Fees at least ninety (90) calendar days prior to commencement of the subsequent annual period during the Term of Service.

- D. Reimbursable Expenses. To the extent applicable and subject to Customer's prior written approval and any applicable Customer policies, Customer shall reimburse CampusLogic for out-of-pocket expenses incurred by CampusLogic in connection with performing the Services.
- E. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on CampusLogic's income. If applicable, Customer shall provide a certificate of tax-exempt status.
- F. Suspension of Service. If any Fees are past due, CampusLogic may, without limiting CampusLogic's other rights and remedies, suspend Services and all other CampusLogic services to Customer until such amounts are paid in full.

### 3. TERM AND TERMINATION

- A. Term of Service. Unless otherwise specified in any executed Subscription Order Form, all Services commence on the Service Effective Date and extend for the initial term specified in a Subscription Order Form (the "**Initial Term**") and will thereafter automatically renew for successive one-year periods unless terminated by either party by written notice at least sixty (60) calendar days prior to the end of the current Term (each, a "**Renewal Term**," and collectively, with the Initial Term, the "**Term**").
- B. Termination.
  - (i) For Cause. Either party may terminate a Subscription Order Form effectively upon written notice to the non-breaching party in the event the other party materially breaches its obligations or representations under this Agreement and has failed to cure such breach or to commence commercially reasonable efforts to cure such breach within thirty (30) days following notice from the non-breaching party. Customer's non-payment of fees promptly when due is deemed a material breach of this Agreement under this subsection. In the event of a material breach by CampusLogic that CampusLogic fails to cure as provided in this subsection, then Customer is entitled to a pro-rata refund of fees prepaid for the year in which termination for cause occurs, pro-rated as of the effective date of termination.
  - (ii) Bankruptcy; Lack of Appropriations/Funding. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy; (iii) makes or seeks to make a general assignment for the benefit of its creditors; (iv) if funding for this Agreement is allocated from a state or federal agency and such funding is not allocated for subsequent annual terms.
- C. Obligations upon Termination. Upon termination of any Subscription Order Form for any reason: (i) all rights and obligations of the parties under the applicable Subscription Order Form will terminate except for payment obligations and the surviving sections described in Section 13.A of these Terms and Conditions; (ii) CampusLogic will return or destroy all Customer Data in accordance with Section 7.A(iii) of these Terms and Conditions; (iii) CampusLogic may disable all Customer and User access to the Services; and (iv) CampusLogic may retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in ordinary course. CampusLogic agrees to use commercially

reasonable efforts to assist Customer with any requested conversion and transition of Customer Data, subject to payment of applicable and agreed upon fees.

#### **4. CUSTOMER RESPONSIBILITIES**

- A. Compliance. Customer shall (i) require that all Customer Users comply with these Terms and Conditions, (ii) be solely responsible for the accuracy and legality of Customer Data and of the means by which Customer acquired Customer Data, and (iii) use the Services only in accordance with the Documentation and all applicable laws and government regulations, including without limitation the Family Educational Rights and Privacy Act (FERPA) and Title IV of the HEA and all privacy laws.
  - B. Access and Customer Cooperation. Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify CampusLogic promptly of any such unauthorized access or use. Customer will, and will cause its Customer Users to, take reasonable steps to maintain the confidentiality of the security procedures and the user names and passwords. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, or if any activity prohibited by Section 4.C below is occurring or threatened, Customer will immediately (i) take all reasonable and lawful measures within its control to stop the activity or threatened activity and to mitigate its effects, and (ii) promptly notify CampusLogic of such actual or threatened activity. Customer shall at all times during the Term of the Agreement provide CampusLogic with such access to Customer Data, personnel, information, and systems as is necessary for CampusLogic to timely perform the Services in accordance with the Agreement.
  - C. Restrictions on Use. Customer shall not, and shall not authorize any other person or User to: (i) copy, modify, create derivative works or improvements of the Services; (ii) make the Services available to anyone other than Users; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to CampusLogic's source code; (iv) sell, resell, rent, lease, or otherwise make available the Services to any third party; (v) use the Services to store or transmit infringing, libelous, or otherwise unlawful material, or to store or transmit material in violation of third-party rights, or otherwise access or use the Services in any manner or for any purpose that infringes or violates Intellectual Property Rights of any third party; (vi) use the Services to store or transmit Malicious Code; (vii) interfere with or disrupt the integrity or performance of the Services; (viii) attempt to gain unauthorized access to the Services or their related systems or networks; or (ix) access or use the Services for purposes of competitive analysis of the Services, or to develop a competing software service or product or for any other purpose that is to the detriment or commercial disadvantage of CampusLogic. In the event Customer fails to comply with this section, CampusLogic may, without limiting CampusLogic's other rights and remedies, suspend the Services to Customer without incurring any obligation or liability, until such breach has been remedied to CampusLogic's reasonable satisfaction.
  - D. Customer Administrators. Customer will assign at least one Customer Administrator as the primary Customer contact. Each Customer Administrator is responsible to ensure that the Services are used in accordance with the applicable Subscription Order Form, Customer's responsibilities contained therein, and Customer's compliance with all applicable laws and regulations, under federal, state, local laws and regulations in every material respect. The Customer Administrator has the ability to control access to all features and access of any Services for all Users.
5. **TITLE IV**. CampusLogic and Customer agree that, if the Services are deemed to be, and solely to the extent CampusLogic performs, a function required by any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA, such as, but not restricted to those Third Party Servicer functions as found in 34 CFR 668.2, then CampusLogic will comply with all applicable statutory and regulatory provisions solely to the extent

determined by the appropriate regulatory authorities to be applicable to the Services provided by CampusLogic under the relevant Subscription Order Form, and the related contractual requirements as found in 34 CFR 668.25. Specifically, in the event so determined by the appropriate regulatory authorities as set forth above, then CampusLogic shall:

- A. Comply with all statutory provisions of or applicable to Title IV of the HEA, all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that the servicer administers under any Title IV, HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program;
- B. Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is reasonable cause to believe that the Customer might have engaged in fraud or other criminal misconduct in connection with the Customer's administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application.
- C. Be jointly and severally liable with the Customer to the Secretary for any violation by the servicer of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA;
- D. If CampusLogic or Customer terminates the contract, or if CampusLogic stops providing services for the administration of a Title IV, HEA program, goes out of business, or files a petition under the Bankruptcy Code, return to the Customer all –
  - (i) Records in the servicer's possession pertaining to the Customer's participation in the program or programs for which services are no longer provided; and
  - (ii) Funds, including Title IV, HEA program funds, received from or on behalf of the Customer or the Customer's students, for the purposes of the program or programs for which services are no longer provided.

## **6. REPRESENTATIONS AND WARRANTIES**

- A. Services Warranty; Compliance with Law. CampusLogic represents, covenants and warrants to Customer that CampusLogic will (i) perform the Services using personnel of required skill, experience, or qualifications and in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement; and (ii) comply with all applicable laws and regulations in every material respect. To the extent that such regulations apply to any Services, CampusLogic will comply with (i) 16 CFR Part 314, "Standards for Safeguarding Customer Information" and (ii) handling, processing, security and protection of confidential information which is "non-public personal information" (as defined in the Gramm-Leach-Bliley Act) and other requirements that are specifically required of an educational institution under the Federal Trade Commission's Privacy of Consumer Financial Information and/or Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99).
- B. Authority. CampusLogic represents, covenants and warrants to Customer it has full power and all necessary permits, licenses, approvals, authorizations, and registrations to perform the Services.

- C. Customer Representations and Warranties. Customer represents, covenants, and warrants to CampusLogic that it has and will have the necessary rights and consents in and relating to the use, transfer, and disclosure of Customer Data that is provided to CampusLogic under this Agreement. Customer represents and warrants to CampusLogic that it will comply with all applicable laws and regulations in every material respect, including without limitation, its obligations under Title IV of the HEA and its obligations under FERPA, and applicable data protection and privacy laws, including without limitation the California Consumer Privacy Act (CCPA) and the General Data Protection Regulation (Regulation (EU) 2016/679 or GDPR).
- D. Mutual Representations. Each party represents and warrants to the other party that it has the full right, power, and authority to enter into and perform its obligations and grant the rights under this Agreement, and when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- E. DISCLAIMER OF WARRANTIES.
- (i) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 6 OF THESE TERMS AND CONDITIONS, CAMPUSLOGIC HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CAMPUSLOGIC MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND SUCH THIRD PARTY.
  - (ii) CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT CAMPUSLOGIC MAKES NO WARRANTY OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS, OR SUFFICIENCY FOR ANY PURPOSE OF THE MATERIALS, INFORMATION, CONTENT, OR OTHER DATA PROVIDED VIA THE SERVICES. USE OF THE SERVICES IS NOT A SUBSTITUTE FOR PROFESSIONAL SERVICES, INCLUDING LEGAL, TAX, OR OTHER ADVICE AND CAMPUSLOGIC DOES NOT PROVIDE SUCH ADVICE.

## 7. DATA

### A. Customer Data.

- (i) Ownership. As between Customer and CampusLogic, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to the rights and permissions granted herein. CampusLogic's use and possession of Customer Data is solely as Customer's agent. Customer hereby grants all such rights and permissions in or relating to Customer Data: (i) to CampusLogic and its authorized personnel and subcontractors solely as necessary to perform the Services; and (ii) to CampusLogic as necessary to enforce this Agreement and perform hereunder.
- (ii) Access and Use of Customer Data. Customer may access and copy any Customer Data provided to CampusLogic for use in the Services at any time and CampusLogic will use commercially reasonable efforts to facilitate such access and copying promptly after Customer's request. CampusLogic maintains only that information which Customer has asked it to process and processes it only upon, and in accordance with, Customer's direction and instructions. Unless it receives Customer's prior written consent, CampusLogic: (i) will not access or use Customer Data other than as necessary to facilitate the applicable Services; and (ii) will not give any third-party

access to Customer Data. CampusLogic will not permit its employees to access Customer Data, except to the extent necessary to provide the Services under the applicable Subscription Order Form. Notwithstanding the foregoing, CampusLogic may disclose Customer Data as required by applicable law or by proper legal or governmental authority. CampusLogic will give Customer prompt notice of any such legal or governmental demand (to the extent legally permissible) and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

(iii) Customer Data Retention and Deletion. CampusLogic will retain any Customer Data in its possession until Erased as defined herein. CampusLogic will Erase: (i) all copies of Customer Data promptly after Customer's written request and (ii) all copies of Customer Data no sooner than 60 days and no longer than 120 days after termination of any applicable Subscription Order Form for Services unless otherwise required by law. Upon Customer's request, CampusLogic will certify such Erasure in writing to Customer. ("**Erase**" and "**Erasure**" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)

(iv) Data Processing Addendum. To the extent the processing of personal information or personal data included in Customer Data is subject to the GDPR and/or the CCPA, and solely applicable to the personal information or personal data that is processed by CampusLogic under the proper jurisdiction and scope of the GDPR and CCPA respectively, Customer and CampusLogic shall be subject to and comply with the Data Processing Addendum, available at [www.campuslogic.com/resources/legal](http://www.campuslogic.com/resources/legal) ("**DPA**"), which is incorporated into and forms an integral part of this Agreement including its schedules and appendices. The DPA sets out CampusLogic's obligations as a data processor (as defined in the DPA) with respect to data protection and security when processing Customer Data on customer's behalf in connection with the Services provided under this Agreement.

B. De-Identified Data; Statistical Data. CampusLogic may create de-identified and aggregated data (the "**De-Identified Data**") and Customer grants CampusLogic a non-exclusive, irrevocable right and license to use such De-Identified Data in its business, including in its development of products and services; provided that such De-Identified Data does not identify Customer or any of Customer's Users and is aggregated with data from other customers. CampusLogic may use certain data capture and analysis tools to compile and extract statistical information and platform data generated from the use and operation of the Services ("**Statistical Data**"). Such Statistical Data shall be owned exclusively by CampusLogic and CampusLogic shall retain all intellectual property rights in such Statistical Data. CampusLogic shall comply with all applicable privacy laws and may use such Statistical Data for any lawful purpose, provided such use does not permit the identification of Customer or any User.

C. Customer Control and Responsibility. Customer has and will retain sole responsibility for (i) all Customer Data, including the legality, accuracy, integrity, and completeness of its content and use, including without limitation all digital accessibility requirements applicable to Customer Data and branding; (ii) all information, instructions, and materials provided by or on behalf of Customer or any User in connection with the Services, or Customer's information technology infrastructure; and (iii) all access to and use of the Services directly or indirectly by Customer or Customer Users. Customer assumes all risk and liability related to any claim arising from the accuracy, quality, integrity, and completeness of such Customer Data, information, and materials, and all access to and use of the Services directly or indirectly by Customer or its Users. CampusLogic is not responsible for Customer's compliance with its data security practices or privacy policies. Customer shall ensure that its Customer Data are being utilized and shared in accordance with all applicable federal and state statutes and regulations including, but not limited to, [FERPA](#), the [Higher Education Act](#), and the [Privacy Act](#), the CCPA, and the GDPR, and CampusLogic shall not be liable for any violations thereof by Customer not related to the Services.

- D. Sandbox. CampusLogic will grant Customer a non-exclusive, non-transferable, limited right to access and use a training and testing “sandbox” environment (e.g. the applicable software hosted in a secure online environment by CampusLogic), solely for the limited purpose of training authorized users and testing integration capabilities with the Services and for no other purposes. Customer agrees not to use or reproduce the training and testing “sandbox” environment except as provided herein and further agrees not to upload actual student or customer data into such environment. CampusLogic shall have no responsibility for any actual student or customer data uploaded to such environment and Customer agrees to be responsible for and hold harmless CampusLogic for any resulting costs, damages, or liability related to or arising out of a breach of this subsection.
- E. Security and Breach Notification. CampusLogic will implement commercially reasonable and appropriate safeguards to protect Customer Data in accordance with applicable laws and regulations, including two-factor authentication. CampusLogic will promptly notify Customer of any unauthorized disclosure of Customer Data following discovery by CampusLogic. CampusLogic will coordinate with Customer and Users in the event of any exposure or break-in of the Services or CampusLogic’s security protocols or networks, in the event student financial information or personally identifiable information (PII) is disclosed, and any notification to the affected Users shall be agreed upon by CampusLogic and Customer. Customer agrees that CampusLogic shall not be liable for claims, loss, damages, or other liability (including reasonable attorneys’ fees) arising out of Customer’s failure to use CampusLogic’s two-factor authentication or other security protocols in the Services.

## **8. INTELLECTUAL PROPERTY.**

- A. Customer acknowledges that CampusLogic is (i) the exclusive owner of the Services, including all features, design, functionality and reports, and (ii) retains all right, title and interest in the Services, including all Intellectual Property Rights therein. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to, the Services.
- B. Neither party hereto shall use the trademarks of the other party without the prior written consent of the other party, provided however that Customer hereby grants to CampusLogic the limited license to use the Customer’s trademarks as required for operation of the Services or in connection with CampusLogic’s rights, duties, and obligations under this Agreement or as otherwise authorized in this Agreement for identification and marketing purposes.

## **9. CONFIDENTIALITY**

- A. As used herein, “Confidential Information” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, all CampusLogic Services, data, and materials are the Confidential Information of CampusLogic. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party (i) shall use commercially reasonable efforts to protect the Confidential Information of the Disclosing Party, (ii) shall not use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement; and (iii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and Conditions and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party shall ensure its authorized representatives’ compliance with and be responsible for and liable for its authorized representatives’ non-compliance with, the terms of this Section 9.

- B. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its authorized representatives noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party; or (iv) was or is independent developed by the Receiving Party without reference to or use of the Confidential Information.
- C. If the Receiving Party or any of its authorized representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. Subject to this subsection, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of Receiving Party's counsel, the Receiving Party is legally obligated to disclose.

## **10. LIMITATION OF LIABILITY**

- A. EXCEPT FOR CAMPUSLOGIC'S MISAPPROPRIATION OR INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, IN NO EVENT SHALL CAMPUSLOGIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO OR IN CONNECTION WITH THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUBSCRIPTION ORDER FORM REFERENCING THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THE AGREEMENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS.
- B. EXCEPT FOR A PARTY'S MISAPPROPRIATION OR INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOST REVENUES OR ANY BUSINESS INTERRUPTION OR DELAY OR LOSS OF DATA OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- C. THE FOREGOING LIMITATIONS IN THIS SECTION 10 APPLY NOTWITHSTANDING ANY OTHER PROVISION OR TERM OF THIS AGREEMENT OR THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE (INCLUDING THE RISKS THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE A CONSEQUENTIAL LOSS). CUSTOMER ACKNOWLEDGES THAT CAMPUSLOGIC HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 AND THAT SUCH LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## **11. MUTUAL INDEMNIFICATION**

- A. Indemnification by CampusLogic. CampusLogic shall indemnify Customer, and Customer's officers, directors, and employees (each, a "**Customer Indemnitee**") and pay any resulting costs and damages arising out of any claim, demand, suit, loss cost, damages, or proceeding ("Claim") made or brought against a Customer Indemnitee by a third party (i) arising out of CampusLogic's negligence or willful misconduct or a material breach of CampusLogic's obligations under Section 7 (Data) or Section 9 (Confidentiality); or (ii) alleging that the use of the Services infringes or misappropriates the intellectual



property rights of a third party. Such indemnification obligations are limited solely to the extent such Claim does not arise from any modification of the Services by Customer, or access to or use of the Services in combination with any hardware, system, software, network, or other materials not provided or authorized by CampusLogic, or access to or use of the Services in violation of any applicable laws and regulations, or for a purpose not contemplated by the Documentation. CampusLogic shall indemnify Customer for any damages to the extent based upon such a claim, and for reasonable attorney's fees incurred thereby; provided, that Customer (a) promptly gives CampusLogic written notice of the Claim; (b) gives CampusLogic sole control of the defense and settlement of the Claim (provided that CampusLogic may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (c) provides to CampusLogic all reasonable assistance, at CampusLogic's expense.

If the Services violate any third-party Intellectual Property Rights, or if Customer's or Users' use of the Services is threatened to be enjoined, CampusLogic may, at its sole cost and expense, obtain the right for Customer to continue to use the Services as contemplated by the Agreement; modify or replace the Services to make the Services non-infringing; or by written notice to Customer, terminate this Agreement and provide Customer with a pro-rated refund of prepaid and unused fees for the then-current annual term. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDY AND CAMPUSLOGIC'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT THE SERVICES INFRINGE OR OTHERWISE VIOLATE ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

- B. Indemnification by Customer. To the extent not precluded by applicable state law, Customer shall indemnify, defend and hold CampusLogic, and CampusLogic's officers, directors, employees, and agents (each, a "**CampusLogic Indemnitee**") harmless against any Claim made or brought against a CampusLogic Indemnitee by third party alleging that or arising out of (i) the Customer Data or Customer's use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party or (ii) Customer's violation of applicable law, including without limitation any violations of Title IV of the HEA, or accessibility requirements applicable to Customer Data or branding, or (iii) Customer's failure to use CampusLogic's two-factor authentication or other security protocols in the Services. Customer shall indemnify CampusLogic for any damages to the extent based upon such a claim, and for reasonable attorney's fees incurred thereby; provided, that CampusLogic (a) promptly gives Customer written notice of the Claim, (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally releases CampusLogic of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

## **12. CUSTOMER SUPPORT**

- A. Scope. Customer Support will consist of: (i) telephone and email support; (ii) correction of errors to keep the Services in conformance with the user Documentation included in the Services; and (iii) updated versions of the Services provided by CampusLogic Customer Support to its general customer base of subscribers at no additional charge. Support will not include: (i) set-up, training, installation, or configuration of hardware and/or software required for the Customer to access the Online Service; or (ii) custom reporting.
- B. CampusLogic will provide customer support pursuant to its Customer Support Guide then in effect, which may be located here: <http://campuslogic.com/CustomerSupportGuide>. CampusLogic agrees that it will not materially decrease the levels of support current provided in its Customer Support Guide. Customer agrees and acknowledges that CampusLogic may modify its Customer Support Guide at any time and that such modifications will be posted on the CampusLogic website.
- C. The Customer Administrator shall initiate all requests for Support. The Customer Administrator must be trained, qualified and authorized to communicate all necessary information, perform diagnostic

testing under the direction of a CampusLogic customer support representative and be available during the performance of any support if required.

### **13. GENERAL PROVISIONS**

- A. **Surviving Sections.** Sections 2 (Fees), 6 (Representations and Warranties), 7 (Data), 8 (Intellectual Property), 9 (Confidentiality), 10 (Limitation of Liability), 11 (Mutual Indemnification), and 13 (General Provisions) shall survive termination of this Agreement.
- B. **Modifications.** CampusLogic reserves the right to modify these Terms and Conditions, at any time, by providing notice of such modified Terms and Conditions to Customer as set forth herein. CampusLogic will post the modified Terms and Conditions on the CampusLogic website ([www.campuslogic.com/legal](http://www.campuslogic.com/legal)) and Customer will be notified via email or other notification through the Site or Services of the modified Terms and Conditions at least thirty (30) days prior to the effective date of the modified Terms and Conditions. Unless otherwise expressly set forth in a Subscription Order Form, the modified Terms and Conditions will be deemed accepted and become effective thirty (30) days after the effective date of such notice unless Customer provides CampusLogic written notice of rejection of the modifications during such thirty (30) day period. Customer's continued use of the Service following the effective date of the modified Terms and Conditions and silence during the notice period will constitute Customer's consent and approval to the modified Terms and Conditions, which are incorporated into the Customer's Agreement with CampusLogic and replace the prior version of the Terms and Conditions in its entirety.
- C. **Successors and Assigns.** Neither party will assign its rights or delegate its obligations under this Agreement without the other party's prior written consent, and absent such consent, any purported assignment or delegation will be null, void, and of no effect. Notwithstanding the foregoing, either party may, without the written consent of the other party, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or in connection with a merger, change in control, stock sale or other similar transaction. The Agreement is binding upon, and will inure to the benefit of, the parties hereto and their respective permitted successors and assigns.
- D. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- E. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective permitted assigns and nothing herein, express or implied, is intend to or shall confer upon any other person any legal or equitable right.
- F. **Relationship of the Parties.** The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any matter whatsoever.
- G. **Subcontractors.** CampusLogic may from time to time in its discretion engage subcontractors to perform certain services and shall be responsible for the services provided by such subcontractors in connection with the terms of this Agreement.
- H. **Force Majeure.** Whenever performance of the Services is substantially prevented beyond CampusLogic's reasonable control, including without limitation, acts of God, acts of government, pandemics, epidemics, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays (subject to the CampusLogic Service Level Agreement), such performance

shall be excused and these Terms and Conditions deemed suspended during the continuation of such circumstance.

- I. **Notices.** All notices, requests, and other communications hereunder have binding legal effect only if in writing and addressed to a party at the contact information specified in the applicable Subscription Order Form. Notices sent in compliance with this section will be deemed effectively given (i) when received, if sent by a nationally recognized overnight courier, or (ii) when sent, if by email, in each case with confirmation of transmission.
- J. **Equitable Relief.** Each party acknowledges and agrees that a breach of such party's obligations under Section 9 (Confidentiality) would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach, the other party will be entitled to seek equitable relief that may be available from any court, without any requirement to post a bond or security. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- K. **Publicity and Feedback.** Customer agrees CampusLogic may use Customer's name, logo and profile for marketing programs, including, but not limited to, collateral, advertising and website references, provided that Customer may revoke such authorization at any time in writing to CampusLogic. To the extent Customer responds to CampusLogic's reasonable requests for feedback and case studies related to use of the Services, then Customer grants CampusLogic an irrevocable, perpetual, non-exclusive, royalty free license to use, exploit, and make derivative works from such feedback and information for any lawful purpose.
- L. **Conflicts.** If any provision of a Subscription Order Form conflicts with any provision in these Terms and Conditions, the provisions of the Subscription Order Form shall take precedence.
- M. **Entire Agreement.** The Subscription Order Form(s) executed by the parties, these Terms and Conditions and the CampusLogic Service Level Agreement (both available at [www.campuslogic.com/resources/legal](http://www.campuslogic.com/resources/legal)), together with all schedules and addenda hereto or incorporated by reference constitute the entire Agreement between the parties and supersedes all prior proposals or representations, contracts or agreements, whether written or oral, regarding the Services. Notwithstanding any prior agreements, these Terms and Conditions and the Service Level Agreement shall supersede and replace in their entirety all prior versions of the Terms and Conditions referenced in a Subscription Order Form between the parties subject to Section 13(B) above. No additional terms, modifications, edits (whether hand-marked or set forth in an addendum or PO) will be valid or accepted or form part of this Agreement unless accepted in writing by both parties hereto.
- N. **Attorneys' Fees.** To the extent not precluded by applicable state law, in the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- O. **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION OR AGREEMENT CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.
- P. **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.

- Q. Both parties acknowledge and agree that the Agreement will not be construed more strictly against either party as a result of its participation in preparation of the Agreement. Each party acknowledges and represents that, in executing the Agreement, it has had the opportunity to seek advice from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of the Agreement.

## APPENDIX A - DEFINITIONS

“Agreement” means collectively these Terms and Conditions, the CampusLogic Service Level Agreement, one or more Subscription Order Forms executed on behalf of Customer and CampusLogic, each incorporated herein by reference, and any other addendum or exhibits expressly agreed upon in writing by the parties hereto, and solely to the extent the Customer has entered into a Subscription Order Form that includes the SponsoredScholar Service, this Agreement shall include the Additional SponsoredScholar Terms and Conditions, attached as Appendix B and incorporated herein by this reference, and solely to the extent the Customer has entered into a Subscription Order Form that includes the RaiseMe Service, this Agreement shall also include the Additional RaiseMe Terms and Conditions, attached as Appendix C and incorporated herein by this reference.

“Customer Administrators” means the primary Customer contact(s) for communicating with CampusLogic concerning Support or making any other request or providing any notice.

“Customer Data” means all electronic data or information provided to CampusLogic in connection with the Services by Customer, and third parties on behalf of or pertaining to Customer, including without limitation all data collected from Customer’s students and parents.

“Customer Users” may include but are not limited to Users who are Customer employees or third parties with which Customer transacts business.

“Documentation” means CampusLogic’s published guides, manuals, configuration documents, online help system, and other User and system materials made available to Customer. CampusLogic reserves the right to add, delete, or modify the Documentation at any time.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Malicious Code” means any virus, sniffer, back door, worm, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

“Services” means the right to use, on a subscription basis, the CampusLogic products, programs, features, and services as specified in all Subscription Order Forms between CampusLogic and a Customer and as described in the CampusLogic Services descriptions available at [www.campuslogic.com/resources/legal](http://www.campuslogic.com/resources/legal). Services shall include the Implementation Services and Additional Services, if any.

“Service Effective Date” means the date specified on any Subscription Order Form whereby CampusLogic agrees to provide the Services to which the Customer has subscribed.

“Student Users” may include but are not limited to Users who are Customer’s students, prospective students, parents or guardians or other authorized users of students or prospective students.

“Subscription Order Form” shall mean the document by which Customer orders any Services; each Subscription Order Form will incorporate these Terms and Conditions and the CampusLogic Service Level Agreement by reference, each of which is incorporated into the Agreement.

“Users” means individuals who are authorized by Customer to use the Services on behalf of and for the benefit of Customer only, and who have created an account in the Services or have been supplied user identifications and passwords by Customer (or by CampusLogic at Customer’s request).

## APPENDIX B – SPONSOREDSCHOLAR ADDITIONAL TERMS AND CONDITIONS

These SponsoredScholar Additional Terms and Conditions attached as Appendix B are incorporated by reference into (and do not replace) the CampusLogic Terms and Conditions and form part of the Agreement between CampusLogic and Customer only if CampusLogic and Customer have executed a Subscription Order Form including a subscription to the SponsoredScholar Services. These SponsoredScholar Additional Terms and Conditions apply only to the SponsoredScholar Services, and solely with respect to the SponsoredScholar Services, will control solely to the extent of any conflict with the CampusLogic Terms & Conditions.

### 1. DESCRIPTION OF THE SPONSOREDSCHOLAR SERVICES; AUTHORIZATION AND DISCLAIMERS

- A. Services Description. SponsoredScholar is a crowdfunding platform that allows higher education institutions, universities, and colleges to facilitate donations from sponsors (“**Sponsors**”) to campaigners (“**Campaigners**”) for tuition and fees, experiential learning, alumni day of giving, and similar initiatives (the “**SponsoredScholar Services**”). Campaigners may initiate a campaign (“**Campaign**”) through the SponsoredScholar Services and Customer accepts authorized donations on the Campaigners behalf for the approved purpose.
- B. Services Authorization. CampusLogic authorizes Customer and its authorized Sponsors and Campaigners (collectively, the “**End Users**”) the right to access and use, on a subscription basis, subject to payment of the Subscription Fees, the Services during the Term and subject to this Agreement between CampusLogic and Customer. CampusLogic has and will retain sole control over the operation, provision, maintenance, and management of the SponsoredScholar Services.
- C. DISCLAIMERS. CAMPUSLOGIC IS NOT A BROKER, FINANCIAL INSTITUTION, CREDITOR, OR CHARITY AND THE SPONSOREDSCHOLAR SERVICES PROVIDE ADMINISTRATIVE FUNCTIONALITY ONLY TO THE CUSTOMER AND END USER.
  - (i) CAMPUSLOGIC DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, OR LEGALITY OF ANY INFORMATION POSTED BY ANY USE OF THE SPONSOREDSCHOLAR SERVICES. CAMPUSLOGIC DOES NOT PROVIDE ANY FINANCIAL, LEGAL, TAX, OR OTHER PROFESSIONAL ADVICE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER’S USE OF THE SPONSOREDSCHOLAR SERVICES IS AT CUSTOMER’S OWN RISK. CAMPUSLOGIC HAS NO CONTROL OVER THE INFORMATION PROVIDED BY A CAMPAIGNER OR THE CONDUCTING OF A CAMPAIGN ON THE SPONSOREDSCHOLAR SERVICES AND DISCLAIMS ALL LIABILITY RELATED TO THE RELIABILITY, ACCURACY, LEGALITY OF SUCH INFORMATION OR CONDUCTING OF A CAMPAIGN TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. CAMPUSLOGIC DOES NOT GUARANTEE THAT A CAMPAIGN WILL OBTAIN A CERTAIN AMOUNT OF DONATIONS OR ANY DONATIONS AT ALL.
  - (ii) CAMPUSLOGIC DOES NOT ENDORSE ANY CAMPAIGN AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES RELATED TO THE INFORMATION PROVIDED IN A CAMPAIGN AND THE ACCURACY, RELIABILITY, OR LEGALITY OF SUCH INFORMATION. CAMPUSLOGIC RESERVES THE RIGHT TO REFUSE, CONDITION, OR SUSPEND ANY DONATIONS OR ANY TRANSACTIONS THAT IT DEEMS IN ITS SOLE DISCRETION TO VIOLATE THIS AGREEMENT OR OTHERWISE CREATE AN UNACCEPTABLE RISK.
  - (iii) SPONSORS ARE SOLELY RESPONSIBLE FOR MAKING THE DETERMINATION TO MAKE A DONATION THROUGH THE SPONSOREDSCHOLAR SERVICES AND UNDERSTANDING HOW SUCH DONATION WILL BE USED BY THE CAMPAIGNER AND INSTITUTION. CAMPUSLOGIC DOES NOT PROVIDE ANY FINANCIAL, LEGAL, OR TAX ADVICE AND RECOMMENDS THAT THE SPONSOR CONSULTS WITH HIS OR HER FINANCIAL, LEGAL, OR TAX ADVISORS PRIOR TO MAKING A

DONATION AS APPROPRIATE. CAMPUSLOGIC MAKES NO REPRESENTATION, ASSERTION, OR GUARANTEE ABOUT THE TAX STATUS OF A DONATION OR THAT A DONATION IS TAX-DEDUCTIBLE. CAMPUSLOGIC CANNOT VERIFY THE INFORMATION THAT CAMPAIGNERS SUPPLY AND DOES NOT GUARANTEE THAT ANY DONATIONS WILL BE USED IN ACCORDANCE WITH ANY FUNDRAISING PURPOSE OR IN ACCORDANCE WITH APPLICABLE LAWS.

- (iv) CUSTOMER'S USE OF THE SERVICES IS AT ITS SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CAMPUSLOGIC MAKES NO REPRESENTATION OR WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. CAMPUSLOGIC HAS NO CONTROL OVER THE INFORMATION PROVIDED THROUGH THE SERVICES BY THE END USER. CAMPUSLOGIC DISCLAIMS ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ARISING OUT OF ANY INFORMATION PROVIDED BY END USER TO THE SERVICES. ALL DONATIONS, GIFTS, AND SPONSORSHIPS ARE DONE AT THE SOLE RISK OF THE SPONSOR. CAMPUSLOGIC DOES NOT VERIFY THE INFORMATION THAT THE CAMPAIGNERS SUPPLY AND DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT THE DONATIONS, GIFTS, OR SPONSORSHIPS PROVIDED WILL BE USED FOR ANY PURPOSE OR IN ACCORDANCE WITH APPLICABLE LAWS.

- D. End User Services Agreement. Customer agrees that End User's use of the SponsoredScholar Services will be conditioned upon student End Users' acceptance of the CampusLogic SponsoredScholar End User Services Agreement, website terms of use and privacy policy available upon registration for use of the SponsoredScholar Services.

## 2. FEES AND PAYMENT

- A. Subscription Fees and Payment. In exchange for the SponsoredScholar Services, Customer shall pay the subscription fees set forth in the applicable Subscription Order Form (the "**Subscription Fee**"). The Subscription Fee is non-refundable and is due annually in advance within thirty (30) days of receipt of invoice by Customer. All payments shall be in USD and made to the address or account as specified by CampusLogic.
- B. Administrative Fee. CampusLogic will charge an administrative fee to the Sponsor through the Services. (the "**Administrative Fee**"), which will be collected by CampusLogic at the time of the donation. This Administrative Fee covers all merchant fees, any chargeback fees, ACH transfer fees, and other fees charged by the Merchant Account Provider (defined below).
- C. Merchant Account Provider. Sponsors make donations through the Services directly into a management account controlled by Customer with CampusLogic's third-party merchant account provider, which is currently WePay ("**Merchant Account Provider**"). Customer has sole discretion and control over the transfer of those funds into the appropriate Campaigner's student accounts or other type of account with the Customer. Sponsor will be required to provide its payment information linked to Sponsor's account on the Services through the Merchant Account Provider and subject to the terms and conditions of the Merchant Account Provider. **Customer agrees to the terms of service and any other required terms of the Merchant Account Provider, in addition to this Agreement, in connection with its use of the Service and governance of its merchant account.**

## APPENDIX C – RAISEME ADDITIONAL TERMS AND CONDITIONS

These RaiseMe Additional Terms and Conditions attached as Appendix C are incorporated by reference into (and do not replace) the CampusLogic Terms and Conditions and form part of the Agreement between CampusLogic and Customer only if CampusLogic and Customer have executed a Subscription Order Form including a subscription to the RaiseMe services. These RaiseMe Additional Terms and Conditions apply only to the RaiseMe Services, and solely with respect to the RaiseMe Services, will control solely to the extent of any conflict with the CampusLogic Terms & Conditions.

### 1. ADDITIONAL DEFINITIONS FOR THE RAISEME SERVICE.

- A. **“Applications Received”** means the number of applications from Student Users of the RaiseMe Service to Customer’s undergraduate program, during a given application cycle.
- B. **“Customer Data”** as used in connection with these RaiseMe Additional Terms and Conditions and the RaiseMe Services, means all electronic data or information provided directly to CampusLogic by or on behalf of Customer, if any, in connection with the RaiseMe Service. For the avoidance of doubt, Customer Data as defined in connection with the RaiseMe Services and this Appendix C, shall not include data provided to CampusLogic by its student, parent, or educator end users, which are subject to the terms of the CampusLogic’s Terms of Use and applicable privacy policy.
- C. **“Customer User”** means an employee or contractor of Customer authorized to use the RaiseMe Service.
- D. **“Documentation”** means any documentation provided by CampusLogic for use with the RaiseMe Service under this Agreement, including but not limited to, onboarding materials, training information, compliance information, and marketing materials for Customer Users and Student Users.
- E. **“European Data Protection Law”** means the European Union General Data Protection Regulation 2016/679 (GDPR) and related applicable data protection and privacy laws of the member states of the European Economic Area (EEA) and the United Kingdom (UK).
- F. **“RaiseMe Service”** means the RaiseMe cloud services that facilitate interactions between Customer institutions and Student Users as described herein and in the Services descriptions available at [www.campuslogic.com/resources/legal](http://www.campuslogic.com/resources/legal).
- G. **“Scholarship”** means the credits towards undergraduate financial aid that Student Users earn on the RaiseMe Service and that Customers honor in financial aid packages to Student Users who matriculate into Customer’s institutions.
- H. **“Student User”** means either (i) a student in high school, i.e. grades nine through twelve, who accesses and uses the RaiseMe Service to receive scholarships from Customer; or (ii) a student who earned scholarships on the RaiseMe Service and who subsequently matriculated from high school into Customer’s freshman undergraduate class.

### 2. DESCRIPTION OF THE RAISEME SERVICE

- A. RaiseMe Service Description. The RaiseMe Service is a cloud platform that allows higher education institutions to offer micro-scholarships to Student Users that follow Customer on the RaiseMe Service or to enrolled students for completing certain actions or desired behaviors.
- B. Services Authorization. CampusLogic authorizes Customer and its Customer Users the right to access and use, on a subscription basis, subject to payment of the Subscription Fees, the RaiseMe Service during the



Term and subject to this Agreement between CampusLogic and Customer. CampusLogic has and will retain sole control over the operation, provision, maintenance, and management of the RaiseMe Service.

- C. **Neutral Platform.** CampusLogic shall be a neutral third-party vendor to its Customer with regards to Customer's recruitment and awarding of financial aid.
- 3. **EFFECT OF TERMINATION OR EXPIRATION.** Upon termination or expiration of this Agreement, Customer shall continue to honor Scholarships, as set forth in this Appendix C, to Student Users accrued until the time of termination or expiration of this Agreement.
- 4. **ADDITIONAL CUSTOMER OBLIGATIONS AND REPRESENTATIONS.**
  - A. Customer agrees that student participation in the RaiseMe Service, and the scholarship earning service of the RaiseMe Service, shall not reduce the likelihood of acceptance through Customer's admissions process.
  - B. Customer agrees to honor all Scholarships earned by Student Users on the RaiseMe Service, provided the Student Users meet all admissions standards at the time of application and enrollment and such Student Users are accepted and matriculate into Customer's institution. Customer guarantees that matriculated Student Users with Scholarships will receive a financial aid award at least equal to the amount of the Scholarship on the RaiseMe Service and shall detail the portion attributable to the Scholarships in financial aid award letters to Student Users.
  - C. Student Users have a maximum of two (2) years from the date of high school graduation to matriculate into Customer's institution as a first-year undergraduate and to receive the amount of Scholarships as financial aid from Customer, unless explicitly stated otherwise.
  - D. Customer 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 RaiseMe Service, and these prior achievements will be used to qualify Student User's for Scholarships.
  - E. If Customer discontinues access to the RaiseMe Service, the Customer must honor existing Scholarships accrued by Student Users prior to the last day of the Customer's participation, in accordance with this Agreement.
  - F. Scholarships must be applied evenly over the first four years of undergraduate education for Student Users that complete undergraduate education in four or more years. If the Student User plans to complete undergraduate education in under four years, it is at the Customer'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 User's graduation from Customer's institution.
  - G. If a matriculated Student User receives Scholarships under Customer's financial aid process and subsequently transfers out of Customer's institution, Customer shall at a minimum honor the corresponding proportion of the Scholarship based evenly on a four-year undergraduate program, except where Customer has submitted eligibility criteria to CampusLogic limiting transfer student eligibility in accordance with the scholarship eligibility criteria as set forth below, and such eligibility limitations are expressly stated to Student Users on the RaiseMe Service.
  - H. Customer may suspend a Student User's redemption of Scholarships if the Student User is not enrolled full-time or does not maintain the Customer's minimum GPA requirements and institutional criteria as set forth below, only until such time that the Student User remedies the foregoing.

- I. **Customer Statistics.** Customer agrees to provide CampusLogic information on whether a Student User on the RaiseMe Service applied to Customer institution, whether the Student User was admitted, and whether the Student User ultimately matriculates at the Customer institution. Customer represents that it has obtained all necessary authorization to share the Customer Statistics with CampusLogic as applicable under FERPA.
- J. **Customer Statistics Deadline.** Customer shall provide the Customer Statistics at least twice a year, within a reasonable time period following request by CampusLogic, but in no event longer than ten (10) business days.
- K. Customer shall honor all promises made by Customer on the RaiseMe Service. In the event that the Customer fails to honor any such promise, Customer shall provide CampusLogic with notice and explanation of such failure within seven (7) calendar days. Receipt of such notice by CampusLogic does not waive any right or remedy CampusLogic may have under this Agreement.
- L. The Customer will provide the necessary information, including but not limited to eligibility criteria specified below, in a timely manner in order for CampusLogic to implement the Services.

## 5. ADDITIONAL COMPLIANCE TERMS; CUSTOMER DATA

- A. The RaiseMe Service provided under the terms of this Agreement is 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).
- B. CampusLogic is a third party not affiliated with Customer or any other academic institution that provides education services. CampusLogic provides bundled services to Customer and other academic institutions, that includes provision of technology services and submission of information that could lead to the award of financial aid by Customer and may include recruitment services. CampusLogic does not make decisions regarding admissions or the award of financial aid.
- C. **Customer Data.** Customer represents and warrants that Customer Data does not and will not include, and Customer has not and shall not upload or transmit to the RaiseMe Service any data ("Excluded Data") regulated pursuant to the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501–6506 (the "Excluded Data Laws"). Customer recognizes and agrees that: (a) CampusLogic disclaims all liability and shall not be responsible 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.
- D. **FERPA.** CampusLogic and Customer acknowledge that certain information about Student Users is contained in data records transferred from between CampusLogic and Customer 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). CampusLogic and Customer agree to protect these records in accordance with FERPA.
  - (i) Specifically, with regard to FERPA-protected Customer Data, CampusLogic agrees to use personally identifiable information in disclosed education record information from Customer only for the purposes for which the disclosure was made. 34 CFR §99.33(a)(2).
  - (ii) Customer hereby verifies that its definition of School Official includes CampusLogic as a service provider for purposes of this Agreement, and as provided by Customer in its FERPA notices to Student Users.

(iii) 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.

- E. **European Data Protection Law.** CampusLogic and Customer agree that to the extent either party processes personal data (as defined by the European Data Protection Law) under the scope of this Agreement (including personal data relating to Student Users that CampusLogic may collect from Student Users and share with Customer in the provision of the RaiseMe Service) and the processing is subject to the European Data Protection Law, such parties are independent data controllers (as defined under the European Data Protection Law) with respect to their processing of such data and shall comply with all applicable provisions of the European Data Protection Law. In relation to personal data relating to Student Users that CampusLogic may share with Customer in connection with the RaiseMe Service, Customer shall only use such data for the purpose for which it was provided to Customer and in compliance with all applicable privacy laws. Any such personal data collected directly by CampusLogic from Student Users shall be subject to CampusLogic's privacy policy.

## 6. SCHOLARSHIP ELIGIBILITY CRITERIA

- A. **Submission of Eligibility Criteria.** The criteria detailed below must be provided to CampusLogic within a reasonable time, not to exceed ten (10) business days following the execution of this Agreement, in order for CampusLogic to meet its obligations under this agreement.
- B. **Customer Eligibility Criteria.** The eligibility criteria for Scholarships offered by Customer must consist of at least the following:
- (i) **"Customer Submission Deadline"** is the date CampusLogic will submit Scholarship data for Student Users to Customer for financial aid award processing. After this date, Student Users will no longer accumulate scholarships for Customer; however, Student Users may continue to accumulate scholarships on the RaiseMe Service for other CampusLogic Customers.
  - (ii) **"Application Deadline"** is the last day Customer allows students, including Student Users, to apply to Customer's institution.
  - (iii) **"Annual Enrollment Decision Deadline"** is the date by which Customer will have admitted Customer's current class of students and is the start date for Customer to provide information about Student Users that have matriculated at the Customer institution.
  - (iv) **"Grade Point Average Guidelines"** is the (i) cumulative high GPAs (un-weighted) necessary to qualify for Scholarships with Customer; (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).
  - (v) **"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 Customer's reasonable discretion.
  - (vi) **"Scholarship Maintenance Requirements"** are a list of requirements that matriculated Student Users, which have been credited Scholarships through Customer's financial aid, must maintain to remain eligible for said financial aid.
- C. **Additional Customer Eligibility Criteria.** Additional eligibility criteria might be required to allow CampusLogic to provide certain Services, such as diversity demographic factors of Student Users.

- D. **Adjustments to Customized Scholarship Service.** Adjustments may be requested at any time in writing, or via the RaiseMe Service.