

## SponsoredScholar Terms & Conditions

These SponsoredScholar Terms & Conditions (this “**Agreement**”) govern the SponsoredScholar services provided by CampusLogic, Inc. (“**CampusLogic**”).

### 1. DESCRIPTION OF THE SERVICES; AUTHORIZATION

- 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 “**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 Services.
- C. DISCLAIMERS. CAMPUSLOGIC IS NOT A BROKER, FINANCIAL INSTITUTION, CREDITOR, OR CHARITY AND THE SERVICES PROVIDE ADMINISTRATIVE FUNCTIONALITY ONLY TO THE CUSTOMER AND END USER.
  - a. CAMPUSLOGIC DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, OR LEGALITY OF ANY INFORMATION POSTED BY ANY USE OF THE SERVICES. CAMPUSLOGIC DOES NOT PROVIDE ANY FINANCIAL, LEGAL, TAX, OR OTHER PROFESSIONAL ADVICE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER’S USE OF THE 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 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.
  - b. 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.
  - c. SPONSORS ARE SOLELY RESPONSIBLE FOR MAKING THE DETERMINATION TO MAKE A DONATION THROUGH THE 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.

- D. 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. CampusLogic may offer custom development, custom reports, specialized training, or other advanced services to Customer (collectively "**Additional Services**"). Additional Services shall be provided under a separate professional services agreement mutually agreed upon by CampusLogic and Customer for the fees agreed upon between CampusLogic and Customer.
- E. End User Services Agreement. Customer agrees that End User's use of the Services will be conditioned upon student End 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. Subscription Fees and Payment. In exchange for the 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.**
- D. 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.
- E. Suspension of Service. If any Subscription 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. The Services shall commence on the Service Effective Date and continue for the initial term set forth in the applicable Subscription Order Form (the "**Initial Term**"). Following the Initial Term, the Agreement will automatically renew for successive one-year periods unless terminated by either party by written notice at least sixty (60) calendar days prior to the expiry of the current Term (each, a "**Renewal Term**," and collectively, with the Initial Term, the "**Term**").

B. Termination.

- (i) For Convenience. Unless otherwise specified in any Subscription Order Form, Customer may terminate its use of the Services and the applicable Subscription Order Form for convenience on forty-five (45) days prior written notice; however, in the event Customer terminates a Subscription Order Form for convenience as permitted under this subsection, then Customer shall not be entitled to and shall not receive a refund for the annual prepaid subscription fee paid in advance for the existing annual period, and CampusLogic shall have no further obligation to provide the Services to Customer. CampusLogic may terminate any Subscription Order Form by providing ninety (90) days prior written notice to Customer.
- (ii) For Cause. Either party may terminate this Agreement effectively immediately upon written notice in the event the other party materially breaches 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.
- (iii) Bankruptcy. 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; or (iii) makes or seeks to make a general assignment for the benefit of its creditors. Customer may terminate this Agreement, effective immediately upon written notice to CampusLogic, if funding for this Agreement is allocated from a state or federal agency and such funding is not allocated for subsequent terms.

- C. Obligations upon Termination. Upon termination of this Agreement for any reason: (i) all rights and obligations of the parties under this Agreement will terminate except for payment obligations and the surviving sections described in Section 11.A of this Agreement; (ii) CampusLogic will return or destroy all Customer Data in accordance with Section 6.A(iii) of this Agreement; (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. Customer agrees to pay any and all reasonable costs for requested conversion and transition of Customer Data and CampusLogic agrees to use commercially reasonable efforts to assist Customer with such requested conversion and transition of Customer Data, subject to payment of applicable and agreed upon fees.

**4. CUSTOMER RESPONSIBILITIES**

- A. Compliance. Customer shall (i) be responsible for ensuring that it and End Users accessing the Services on its behalf comply with the terms of this Agreement, (ii) be solely responsible for the accuracy and legality of any Customer Data provided to CampusLogic and of the means by which Customer acquired Customer Data, and (iii) use the Services only in accordance with all applicable laws and government regulations, including without limitation the Family Educational Rights and Privacy Act (FERPA) and Title IV of the Higher Education Act.
- 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 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 this 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 this Agreement.

- C. Restrictions on Use. Customer shall not, and shall not authorize any other person or End User to: (i) copy, modify, create derivative works or improvements of the Services; (ii) make the Services available to anyone other than End 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.

## 5. 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) 16 CFR Part 313, "Privacy of Consumer Financial Information."
- 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 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 applicable obligations under Title IV of the Higher Education Act and other requirements that are specifically required of an educational institution under the Federal Trade Commission's Privacy of Consumer Financial Information (16 CFR Part 313) and/or Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99).
- 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. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5 OF THIS AGREEMENT, CAMPUSLOGIC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, 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 USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. 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.

- F. CAMPUSLOGIC MAKES NO WARRANTY THAT: (1) THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL GUARANTEE ANY RESULTS; OR (4) ANY CONTENT OR ANY RESULTS WILL BE ACCURATE, TIMELY, OR COMPLETE.
- G. 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.

## 6. 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 other than to provide the Services. 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 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. As used herein, "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.

- 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 End 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 End 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 its End Users. Customer retains responsibility for its own data backups or redundant data archives. 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 End 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 and CampusLogic shall not be liable for any violations thereof by Customer not related to the Services.
- D. Security and Breach Notification. CampusLogic will implement safeguards reasonably designed 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 End 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 End Users shall be agreed upon by CampusLogic and Customer. Customer agrees that CampusLogic shall not be liable for claims, losses, 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.

## 7. 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.

- C. End Users may submit content, photos, videos, images, trademarks, logos, brands, or other materials through the Services (collectively, “**User Content**”). By uploading, sharing, or providing such User Content, the End Users will grant CampusLogic a non-exclusive, worldwide, royalty free transferable, perpetual, and irrevocable license to use the User Content in connection with the Services.

## **8. CONFIDENTIALITY**

- A. As used herein, “Confidential Information” means all non-public, 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, (i) the Receiving Party shall maintain in strict confidence and shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) 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 8.
- 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 independently 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.

## **9. LIMITATION OF LIABILITY; DISCLAIMER**

- A. IN NO EVENT SHALL CAMPUSLOGIC’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE CURRENT ANNUAL PERIOD IN WHICH THE INCIDENT OCCURRED. IN NO EVENT SHALL CAMPUSLOGIC HAVE ANY LIABILITY FOR ANY LOST PROFITS OR 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 OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES, ANY PROMOTIONS OR RELATED DONATIONS MADE THROUGH THE SERVICES, OR ANY STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES. THE FOREGOING SHALL

NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- B. CAMPUSLOGIC HAS NO CONTROL OVER THE INFORMATION PROVIDED THROUGH THE SERVICES BY EITHER THE CUSTOMER OR ANY END USER. CAMPUSLOGIC DISCLAIMS ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ARISING OUT OF ANY INFORMATION PROVIDED BY CUSTOMER OR END USER TO THE SERVICES. ALL DONATIONS, GIFTS, AND SPONSORSHIPS ARE DONE AT THE SOLE RISK OF THE SPONSOR END USER. 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.

## 10. MUTUAL INDEMNIFICATION

- A. Indemnification by CampusLogic. CampusLogic shall indemnify, defend and hold Customer, and Customer's officers, directors, and employees (each, a "**Customer Indemnitee**") harmless from and against 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 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 this Agreement. 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 End 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 this 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 CLAIMS THAT THE SERVICES INFRINGE OR OTHERWISE VIOLATE ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

- B. Indemnification by Customer. To the extent not precluded by applicable law, Customer shall indemnify, defend and hold CampusLogic, and CampusLogic's officers, directors, employees, shareholders and agents (each, a "**CampusLogic Indemnitee**") harmless from and against any Claim made or brought against a CampusLogic Indemnitee by a third party (i) alleging that the Customer Data or Customer's use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party; (ii) alleging Customer's violation of applicable law, including without limitation any violations of Title IV of the Higher Education Act, or accessibility requirements applicable to Customer Data or branding, (iii) arising from or relating to Customer's failure to use CampusLogic's two-factor authentication or other security protocols in the Services; or (iv) arising from or relating to Customer's use of 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 and (b) provides to Customer all reasonable assistance, at Customer's expense.

## 11. GENERAL PROVISIONS

- A. Surviving Sections. Section 1(C) (Disclaimers), Sections 5 (Representations and Warranties), 6 (Data), 7 (Intellectual Property), 8 (Confidentiality), 9 (Limitation of Liability), 10 (Mutual Indemnification), and 11 (General Provisions) shall survive termination of this Agreement.
- B. Modifications. CampusLogic reserves the right to modify these SponsoredScholar Terms and Conditions, at any time, by providing notice of such modified SponsoredScholar Terms and Conditions to Customer as set forth herein. CampusLogic will post the modified SponsoredScholar 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 SponsoredScholar Terms and Conditions at least thirty (30) days prior to the effective date of the modified SponsoredScholar Terms and Conditions. Unless otherwise expressly set forth in a Subscription Order Form, the modified SponsoredScholar 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 SponsoredScholar Terms and Conditions and silence during the notice period will constitute Customer's consent and approval to the modified SponsoredScholar Terms and Conditions, which are incorporated into the Customer's Agreement with CampusLogic and replace the prior version of the SponsoredScholar Terms and Conditions in its entirety.
- C. Successors and Assigns. This 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 this 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 intended to or shall confer upon any other person any legal or equitable right.
- F. Relationship of the Parties. The parties are independent contractors. This 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 third parties to perform certain services in connection with 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, 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 this Agreement 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 such party's signature block set forth below. 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 8 (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. Customer further agrees to respond to CampusLogic's reasonable requests for feedback and case studies related to this pilot use of the Services and 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. Entire Agreement. This Agreement and the CampusLogic Service Level Agreement (available at [www.campuslogic.com/legal](http://www.campuslogic.com/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. No additional terms, modifications, edits (whether hand-marked or set forth in an addendum, schedule or purchase order form) will be valid or accepted or form part of this Agreement unless accepted in writing by both parties hereto.
- M. Attorneys' Fees. 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.
- N. 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.

## **APPENDIX A - DEFINITIONS**

“Agreement” means collectively these SponsoredScholar Terms and Conditions, the CampusLogic Service Level Agreement, and the Subscription Order Form for the SponsoredScholar Services, 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.

“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.

“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.

“Service Effective Date” means the date specified on any Subscription Order Form whereby CampusLogic agrees to provide the Services ordered on such Subscription Order Form.