

SUBSCRIPTION ORDER FORM

Customer Name ("**Customer**"): Texas A&M University - College Station

Service Effective Date ("**Service Effective Date**"): 1/1/2018

Billing Contact Name: Delisa Falks

Billing Contact Email Address and Phone Number: delisaf@tamu.edu / (979) 458-5311

PO Required: ☒

By executing this Subscription Order Form, Customer agrees to purchase a subscription and right to access the CampusLogic services indicated in the fee schedule below (collectively, the "**Services**") provided by CampusLogic, Inc. ("**CampusLogic**"), subject to payment of the subscription fees below.

1. **TERM**

1.1 **Term.** The Agreement shall be effective as of the date last signed below (the "**Effective Date**"). The Initial Term of Service for the Services shall commence on the Service Effective Date indicated above and will continue for the initial term period indicated below (the "**Initial Term**"). Notwithstanding, in the event this Subscription Order Form is signed by Customer after the Service Effective Date indicated above, the parties agree that the Service Effective Date shall be the first day of the month following the date of Customer's signature.

1.2 **Renewals.** Following the Initial Term, this Agreement will automatically renew for successive periods of twelve (12) months, at CampusLogic's then-current rates unless either party provides written notice to the other party at least sixty (60) days prior to the commencement of the applicable renewal term. CampusLogic shall provide Customer with current rates at least ninety (90) days prior to the commencement of the applicable renewal term.

1.3 **Termination.** Notwithstanding anything to the contrary in the CampusLogic Terms and Conditions, and in consideration for the pricing and fee discounts indicated below, Customer and CampusLogic agree that this Agreement may not be terminated by Customer for convenience or without cause prior to the end of the Initial Term.

2. **FEES AND PAYMENT TERMS.**

2.1 **Subscription Fees.** Customer hereby orders and subscribes to the Services indicated below and agrees to pay the following subscription fees.

2.2 **Invoice and Payment Terms.** All amounts payable hereunder shall be due annually in advance within thirty (30) days following receipt of invoice sent by CampusLogic to Customer. CampusLogic will invoice Customer following execution of this Order Form and annually thereafter. Except as may otherwise be set forth in the Agreement, all fees are non-refundable.

The fees quoted below expire 12/30/2018 unless this Subscription Order Form is signed prior to such date.

CampusLogic Services	Term	Net Fee Due
INITIAL TERM: 60 MONTHS		
Service Period 1		
StudentForms with CampusMetrics	1/1/2019-12/31/2019	\$150,000
		\$150,000
Service Period 2		
StudentForms with CampusMetrics	1/1/2020-12/31/2020	\$157,500
		\$157,500
Service Period 3		
StudentForms with CampusMetrics	1/1/2021-12/31/2021	\$165,375
		\$165,375
Service Period 4		
StudentForms with CampusMetrics	1/1/2022-12/31/2022	\$173,645
		\$173,645
Service Period 5		
StudentForms with CampusMetrics	1/1/2023-12/31/2023	\$181,000
		\$181,000
TOTAL DUE (Initial Term):		\$827,520

Implementation Fees	Net Price Due
One-time charge	\$0

3. MISCELLANEOUS

3.1 The Services provided pursuant to this Subscription Order Form (the "**Order Form**") are governed by the CampusLogic Terms & Conditions and the CampusLogic Service Level Agreement attached hereto as Appendix A (collectively, the "**Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the CampusLogic Terms and Conditions. Any additional or conflicting terms added by Customer to this Order Form or any other purchase order, addendum, or other document, shall not form part of this Agreement unless expressly accepted in writing by CampusLogic.

3.2 In the event of a conflict between the Terms and Conditions and this Subscription Order Form, this Subscription Order Form shall control. This Agreement shall supersede and control over any prior agreements, proposals, or contracts relating to the Services.

By signing below the Customer and CampusLogic agree to be bound by the terms and conditions set forth in the Agreement. CUSTOMER AND CAMPUSLOGIC EXPRESSLY CONSENT AND AGREE THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED. CUSTOMER AND CAMPUSLOGIC AGREE THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT SHALL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AS WELL AS ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES.

AGREED TO AND ACCEPTED:

CUSTOMER	CAMPUSLOGIC, INC
Sign:	Sign:
Print: Jerry R. Strawser	Print: Colleen Shannon
Title: Executive Vice President and CFO	Title: CFO
Date:	Date: 12/20/2018
Address: 1182 TAMU College Station, TX 77843-1182	Address: 1340 S. Spectrum Blvd. Suite 200 Chandler, AZ 85286
Phone/Email: (979) 845-0099 contracts@tamu.edu	Phone/Email: 602-643-1358 colleen.shannon@campuslogic.com

Information Technology Contractor Nondisclosure Agreement

This IT Contractor Nondisclosure Agreement ("Agreement") is between Texas A&M University – College Station ("TAMUCS"), a member of The Texas A&M University System, and CampusLogic, Inc. (the "Contractor") and is effective as of the date of the Subscription Order Form between the Contractor and TAMUCS (the "Effective Date"). TAMUCS has engaged the Contractor to perform certain information technology services for TAMUCS (the "Services") in the course of which TAMUCS may disclose to the Contractor or the Contractor may have access to certain TAMUCS confidential information. The parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following definitions apply:
 - (a) "Confidential Information" means:
 - (1) Nonpublic information, other than Excluded Information, disclosed by TAMUCS to the Contractor or to which the Contractor may have access during the course of the Services, including but not limited to Student Information; and
 - (2) Derived Information.
 - (b) "Derived Information" means all information (including notes, analyses, compilations, and summaries) that is in writing or embodied in any electronic medium and that the Contractor or any of its Representatives derive, in whole or in part, from information described in Section 1(a)(1).
 - (c) "Excluded Information" means information that:
 - (1) Is or becomes publicly known or available other than as a result of a breach of this Agreement by the Contractor;
 - (2) Was already in the possession of the Contractor or any of its Representatives as the result of disclosure by a person that was not then obligated to keep that information confidential;
 - (3) TAMUCS had disclosed or discloses to another person without confidentiality restrictions; or
 - (4) Is independently developed by Contractor without use of the Confidential Information.
 - (d) "Representative" means any of the Contractor's directors, officers, employees, agents, consultants, advisors, or other representatives that actually receive Confidential Information.
 - (e) "Student Information" means information that is personally identifiable to a current or former TAMUCS student by any of the following means:
 - (1) The student's name;
 - (2) The name of the student's parent or other family members;
 - (3) The address of the student or student's family;
 - (4) A personal identifier, such as an identification number, or biometric record;
 - (5) Other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or
 - (6) Any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the TAMUCS community to identify the student with reasonable certainty.
2. **Maintaining Confidentiality.** During the time period in which the Contractor is providing the Services and thereafter, the Contractor may not:
 - (a) Disclose Confidential Information except as permitted under this Agreement; or
 - (b) Use Confidential Information except as necessary to provide the Services.
3. **FERPA.** For purposes of the Family Educational Rights and Privacy Act ("FERPA"), TAMUCS designates the Contractor as a school official with a legitimate educational interest in any education records (as defined in FERPA) in Student Information to the extent the Contractor requires access to those records to provide the Services. The Contractor shall comply with FERPA as to any such education records.

4. **Permitted Disclosure.** The Contractor may disclose Confidential Information only to its Representatives having a need to know the Confidential Information to provide the Services, provided that the Contractor remains responsible for its Representatives' compliance with the Contractor's obligations under this Agreement.
5. **Standard of Care.** The Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality of the Confidential Information. Contractor specifically acknowledges the duty to comply with all security protocols as required by law.
6. **Notification of Unauthorized Activities.** The Contractor shall, within 72 hours of discovery by Contractor, report to TAMUCS any use or disclosure of Confidential Information not authorized by this Agreement or in writing by TAMUCS and shall take prompt and effective steps to prevent a recurrence of such use or disclosure. The Contractor's report shall identify:
 - (a) The nature of the unauthorized use or disclosure;
 - (b) The Confidential Information used or disclosed;
 - (c) Who made the unauthorized use or received the unauthorized disclosure;
 - (d) What the Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - (e) What corrective action the Contractor has taken or will take to prevent future similar unauthorized use or disclosure.The Contractor shall provide such other information, including a written report, as reasonably requested by TAMUCS.
7. **Indemnification.** The Contractor agrees to defend, indemnify and hold harmless TAMUCS from any and all claims, injuries, damages or other liability and resulting directly or indirectly, from any intentional misconduct or grossly negligent acts or failures to act of Contractor's principals, officers, agents or employees, arising in favor of any person or entity and arising out of its obligations under this Agreement. The indemnification includes without limitation any penalties, fines, or other regulatory agency action resulting from the breach of its obligations as to Confidential Information.
8. **Completion of the Services.** The Contractor shall, within 15 days of the completion of the Services or upon request of TAMUCS, promptly return to TAMUCS or destroy all materials embodying Confidential Information
9. **Required Disclosure.** If the Contractor is legally required to disclose Confidential Information, the Contractor shall, to the extent allowed by law, promptly give TAMUCS written notice of the requirement so as to provide TAMUCS a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Contractor complies with the terms of this Section 9, disclosure by the Contractor of that portion of the Confidential Information which the Contractor is legally required to disclose will not constitute a breach of this Agreement.
10. **No License.** Confidential Information remains the property of TAMUCS and no rights or licenses are granted to the Contractor except the limited right to use the Confidential Information as provided in this Agreement.
11. **Relationship of the Parties.** This Agreement does not obligate either party to enter into any transaction with the other except as specifically provided in this Agreement. This Agreement does not create an agency, partnership, joint venture or exclusive relationship and each party may pursue other opportunities similar to those contemplated under this Agreement.

12. Injunction. If the Contractor breaches or indicates an intent to breach this Agreement, TAMUCS, in addition to any other rights and remedies available to it, may seek injunctive or equitable relief.

13. Disclaimer of Warranties. TAMUCS makes no representations or warranties, written or oral, express or implied, as to Confidential Information, including without limitation, any warranty of merchantability or of fitness for a particular purpose.

14. General Provisions.

- (a) TAMUCS is an agency of the State of Texas and nothing in this Agreement waives or relinquishes TAMUCS's right to claim any exemptions, privileges, and immunities as may be provided by law.
- (b) The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement. Venue for any claim arising out of or related to this Agreement must be as provided by Texas law.
- (c) Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

Texas A&M University – College Station
Attn: Department of Contract
Administration
1182 TAMU
College Station, TX 77843-1182
Phone: (979) 845-0099
Fax: (979) 862-7130
Email: contracts@tamu.edu

CampusLogic, Inc.
Attn: Legal
1340 S. Spectrum Blvd. Suite 200
Chandler, AZ 85286
Phone:
Fax:
Email: legal@campuslogic.com

- (d) Neither party waives a provision of this Agreement by failing to enforce that provision. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
- (e) This Agreement is the entire agreement of the parties relating to this subject matter and supersedes all prior and contemporaneous agreements and understandings relating to this subject matter. This Agreement may only be amended or superseded by a written agreement signed by authorized representatives of both parties.

The parties have executed this Agreement on the date(s) written below.

Texas A&M University – College Station

CampusLogic, Inc.

By: _____
Name: Jerry R. Strawser
Title: Executive Vice President and CFO
Date: 12/20/18

By: _____
Name: Colleen Shannon
Title: CFO
Date: 12/20/2018

APPENDIX A

CAMPUSLOGIC SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is incorporated by reference in any executed Subscription Order Form between CampusLogic and Customer. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Subscription Order Form between CampusLogic and Customer. Subject to the Agreement (as defined in the Subscription Order Form), CampusLogic will use commercially reasonable efforts to make the Services available as set forth in this Service Level Agreement.

1. AVAILABILITY

- A. **Formula.** The Services will, subject to the limitations and exceptions listed below, be available 99.9% of the time during each calendar month from the Service Effective Date (referred to herein as the "Availability Commitment"). The Services will be "available" if the Services are available for access and use by Customer and its Users over the Internet and operating in material accordance with the Documentation provided to Customer. The availability of the Services for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: Total minutes in the month = TMM

Total minutes in the month the Online Services are unavailable = TMU

And: $(TMM - TMU) / TMM$

- B. **Limitations.** For purposes of this calculation, the Services will be deemed to be unavailable (referred to herein as "Unavailable") only (i) if the Services do not respond to HTTP requests issued by CampusLogic's monitoring software, or (ii) for the duration of a Severity-1 Error as defined in the CampusLogic Customer Support Guide currently in effect (available at <http://campuslogic.com/CustomerSupportGuide>). Further, the Services will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Section 2 of this SLA. CampusLogic's records and data will be the basis for all SLA calculations and determinations.
- C. **Requested Maintenance.** Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage or as Unavailability of the Services.

2. EXCEPTIONS

- A. The Services will not be considered to be Unavailable for any outage that results from any maintenance performed by CampusLogic (a) prior to the Service Effective Date; or (b) during CampusLogic's standard maintenance windows which occur Saturdays and Sundays between 12:01am and 6:00am Eastern Standard Time (collectively referred to herein as "Scheduled Maintenance").
- B. The Services will not be considered Unavailable for any outage of the Services due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents; (b) delays or failures due to circumstances beyond CampusLogic's reasonable control that could not be avoided by its exercise of due care; (c) failures of Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability outside of the CampusLogic network; or (d) any suspension of the Services as set forth in the Agreement.

3. REMEDIES

- A. Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.
- i. If the total Availability (as calculated in Section 1 above) for a given month is less than the Availability Commitment, Customer will receive one Service Credit. In addition, each 100 minute increment by which the allowable Unavailability is exceeded, Customer will receive one-half (1/2) of a Service Credit.
 - ii. For purposes of this SLA, a Service Credit will be deemed to be an amount equal to the pro-rata Fee for one (1) day of the subscription to the affected Services (herein referred to as "Service Credit"). The total Service Credits for a given month will, in no event, exceed an amount equal to fifty percent (50%) of the then-current pro-rata monthly Fee for the applicable subscription to use the affected Services. Service Credits will be applied to extend the Term of Service of the applicable Subscription Order Form.
 - iii. Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered Unavailable for purposes of this SLA) if Customer is not current in its payment obligations. CampusLogic has no obligation to issue any Service Credit unless Customer reports the Unavailability to CampusLogic immediately upon becoming aware of such outage.
- B. Upon written request from Customer, CampusLogic shall promptly provide a report specifying the level of Unavailability and Service Credits due (if any) for the requested month. To receive Service Credits, Customer must submit such request within 90 days after the end of the month in which the Services were Unavailable.
- C. This Section 3 sets forth CampusLogic's sole obligation and liability and Customer's sole remedy for any service level failure as set forth in this section 3.

4. MODIFICATIONS

- A. CampusLogic reserves the right to modify this Service Level Agreement, at any time, by providing notice of such modified terms to Customer as set forth herein. All modifications will be posted on the CampusLogic website (www.campuslogic.com/legal) and Customer will be notified of such modifications at least thirty (30) days prior to posting of the modified Service Level Agreement. Modifications will be deemed accepted and become effective thirty (30) days after the 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 modification and silence during the notice period will constitute Customer's consent to the modified Service Level Agreement.

Terms and Conditions

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).

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 of Service and subject to the Agreement between CampusLogic and Customer, including without limitation the Service Level Agreement ("SLA"). 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. 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.
- D. Student Users. Customer agrees that Student Users' use of the Services may be conditioned upon acceptance of the CampusLogic terms of use and privacy policy available upon registration for use of the Services.
- E. Customer Obligations. Customer agrees to make available sufficient personnel, data, and information to CampusLogic as required for the Services to be completed in a timely manner. This includes, without limitation, applicable logos and trademarks, required data, including without limitation student data, any customized content, and sample student profiles and award amounts.

2. FEES AND PAYMENT

- A. 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. Customer agrees to pay the fees set forth in each Subscription Order Form between CampusLogic and Customer (the "Fees"), in accordance with this Section 2. Except as may otherwise be set forth herein, all fees are non-refundable.
- B. Payment. Unless otherwise specified in a Subscription Order Form and to the extent consistent with the Texas Prompt Payment Act (Texas Government Code Chapter 2251), Customer agrees to pay all Fees in advance on the due date specified in each applicable Subscription Order Form or

within thirty (30) calendar days of the date of invoice therefor. 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. CampusLogic may, in its sole discretion in accordance with this Section 2, increase Fees annually by providing electronic notice to Customer at least ninety (90) calendar days prior to commencement of the subsequent annual period during the Term of Service. Following such fee increase, if any, the applicable Subscription Order Form will be deemed amended accordingly.
- D. Reimbursable Expenses. To the extent applicable, Customer shall reimburse CampusLogic for out-of-pocket expenses incurred by CampusLogic in connection with performing the Services, subject to Customer's prior written approval and any applicable Customer policies.
- 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 a period of time specified in a Subscription Order Form ("Term of Service") 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 expiration of the then current Term of Service (each, a "Renewal Term," and collectively, with the Term of Service, the "Term").
- B. Termination.
 - a. Customer may terminate its use of the Services and the applicable Subscription Order Form within 60 days after CampusLogic makes any material change to the Services under Section 1A, that adversely affects the functionality of the Services such that Customer can no longer use the Services, and Customer shall be entitled to a refund, prorated for the remaining Term of Service, of the relevant subscription fee paid in advance for the existing Term of Service, and CampusLogic shall have no further obligation to provide the Services to Customer.
 - b. Customer may terminate its use of the Services and the applicable Subscription Order Form at any time and for any reason other than as provided under Section 3Ba, d, or e; provided, however, that in the event Customer terminates this Agreement for convenience, then Customer shall not be entitled to a refund for the relevant subscription fee paid in advance for the existing Term of Service, and CampusLogic shall have no further obligation to provide the Services to Customer.

- c. CampusLogic may terminate a Subscription Order Form if Customer fails to make payments when due or commits a material breach of Customer's obligations, representations, or warranties under the Agreement. CampusLogic may terminate a Subscription Order form at any time and for any reason by providing 90 days written notice to Customer.
 - d. Customer may terminate a Subscription Order Form if CampusLogic commits a material breach of CampusLogic's obligations, representations, or warranties under the Agreement and fails to remedy such breach within 30 days after receiving written notice of such breach from Customer.
 - e. 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; or Customer may terminate this Agreement, effective immediately upon written notice to CampusLogic, (iv) 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 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 9A of these Terms and Conditions; (ii) CampusLogic will return or destroy all Customer Data in accordance with Section 7A.c 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. 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 all 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.
- 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 Users to, take reasonable steps to maintain the confidentiality of the security procedure 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 Service provide CampusLogic with such access to Customer Data, personnel, and systems as is necessary for CampusLogic to perform the Services in accordance with the Agreement.

- C. Restrictions on Use. Customer shall not, and shall not permit 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. Customer may change the Customer Administrator(s) upon written notice to CampusLogic. The maximum number of Customer Administrators to whom Customer Support is available will be specified in each Subscription Order Form. 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 ADMINISTRATION**. 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 applicable to the Title IV functions provided by CampusLogic, and the related contractual requirements as found in 34 CFR 668.25, as set forth below. Additionally, CampusLogic agrees to abide by any special arrangements, agreements, limitations, suspension, and terminations that apply to Customer, and which Customer provides copies of to CampusLogic, under Title IV of the HEA.
- a. Solely to the extent it is agreed or acknowledged that CampusLogic performs a Third Party Servicer function under Title IV of the HEA, then CampusLogic will be jointly and severally liable with the Customer for any violation of Title IV of the HEA requirements resulting from the functions performed by CampusLogic.
 - b. CampusLogic will refer to the Office of Inspector General (OIG) of the Department any information indicating there is reasonable cause to believe that the Customer or an applicant for Title IV, HEA funds might have engaged in fraud or other criminal misconduct.

- c. If CampusLogic or Customer terminates the contract, or if CampusLogic stops providing services for the administration of a Title IV of the HEA program, goes out of business, or files a petition under the Bankruptcy Code, CampusLogic will return to Customer all records in CampusLogic's possession pertaining to the Customer's participation in the program or programs for which services are no longer provided; and
- d. CampusLogic will not enter into a contract with Customer for the administration of any aspect of the Customer's participation in any Title IV of the HEA program, if—
 - i. CampusLogic has been limited, suspended, or terminated by the Secretary within the preceding five years;
 - ii. CampusLogic has had, during its two most recent audits of the its administration of the Title IV of the HEA programs, an audit finding that resulted in CampusLogic's being required to repay an amount greater than five percent of the funds that it administered under the Title IV of the HEA programs for any award year; or
 - iii. CampusLogic has been cited during the preceding five years for failure to submit audit reports required under Title IV of the HEA in a timely fashion;
 - iv. In the event CampusLogic has been subjected to a termination action by the Secretary, either CampusLogic, or one or more persons or entities that the Secretary determines (under the provisions of § 668.15) exercise substantial control over CampusLogic, or both, have not submitted to the Secretary financial guarantees in an amount determined by the Secretary to be sufficient to satisfy CampusLogic's potential liabilities arising from its administration of the Title IV of the HEA programs; and
 - v. One or more persons or entities that the Secretary determines (under the provisions of § 668.15) exercise substantial control over CampusLogic have not agreed to be jointly or severally liable for any liabilities arising from its administration of the Title IV, HEA programs and civil and criminal monetary penalties authorized under Title IV of the HEA.

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 Warranty. Customer represents, covenants, and warrants to CampusLogic that it has and will have the necessary rights and consents in and relating to the Customer Data that is provided to CampusLogic under this Agreement.

- 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. Access by Individuals with Disabilities. CampusLogic represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Customer under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent CampusLogic becomes aware that the EIRs, or any portion thereof, do not comply, then (1) at no cost to Customer, perform all necessary remediation, or (2) Customer will have the right to terminate this Agreement and receive a refund, prorated for the remaining Term of Service, of the relevant subscription fee paid in advance for the existing Term of Service.
- F. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 6, 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.

7. DATA

A. Customer Data.

- a. 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.
- b. 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 and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

- c. 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. Promptly after Erasure, 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.)
- B. De-Identified Data; Platform 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 Platform 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. [INTENTIONALLY OMITTED].
- D. 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; (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 Users. Customer assumes all risk and liability related to any claim arising from the accuracy, quality, integrity, and completeness of such 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 and CampusLogic shall not be liable for any violations thereof by Customer not related to the Services.
- E. 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 defend, indemnify, and hold harmless CampusLogic for any liability related to or arising out of a breach of this section.

- F. Security and Breach Notification. CampusLogic will implement commercially reasonable and appropriate safeguards to protect Customer Data in accordance with applicable laws and regulations. CampusLogic will promptly notify Customer of any unauthorized disclosure of Customer Data that comes to CampusLogic's attention. 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 PII is disclosed, and any notification to the affected Users shall be agreed upon by CampusLogic and Customer.
- G. FERPA. For purposes of FERPA, Customer designates CampusLogic as a school official with a legitimate educational interest in any education records in Customer Data to the extent CampusLogic requires access to those records to fulfill its obligations under this Agreement. CampusLogic shall comply with FERPA as to any such education records.

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.

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, (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 the 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 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 or available to 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, 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. 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

EXCEPT FOR MISAPPROPRIATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, IN NO EVENT SHALL CAMPUSLOGIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUBSCRIPTION ORDER FORM REFERENCING THESE TERMS CONDITIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. 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. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY 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, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. MUTUAL INDEMNIFICATION

- A. Indemnification by CampusLogic. CampusLogic shall indemnify, defend and hold Customer, and Customer's officers, directors, employees, and agents (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 a 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 where the Services alone would not be infringing, except where such combination is reasonably anticipated in the Documentation, 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) subject to the consent of the Attorney General of the State of Texas, 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 Right, 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 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, and agents (each, a "CampusLogic Indemnitee") harmless against any Claim made or brought against a CampusLogic Indemnitee by third party alleging that (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, except to the extent that CampusLogic negligently or intentionally caused the Claim. To the extent not precluded by applicable law, 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 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. This Agreement may only be amended in writing by the parties hereto. The Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

- C. 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.
- D. 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.
- E. 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.
- F. Subcontractors. CampusLogic may from time to time in its discretion engage third parties to perform certain Services.
- G. 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, such performance shall be excused and these Terms and Conditions deemed suspended during the continuation of such circumstance so long as CampusLogic uses reasonable efforts to perform those Services and CampusLogic's inability to perform those Services is not due to its failure to take reasonable measures to protect itself against such circumstances or develop and maintain a reasonable contingency plan to respond to such circumstance.
- H. 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.
- I. Equitable Relief. Each party acknowledges and agrees that a breach of such party's obligations under Section 9 (Confidentiality) may 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 equitable relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- J. Publicity. CampusLogic may not use Customer's name or any adaptation of its name in any way except in factual statements that, in context are not misleading or imply an endorsement by Customer.
- K. Conflicts. If any provision of a Subscription Order Form conflicts with any provision in these Terms and Conditions, the provisions of these Terms and Conditions shall take precedence unless the Subscription Order Form explicitly provides otherwise.

- L. **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/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 or anything to the contrary in any Subscription Order Form(s), these Terms and Conditions and the Service Level Agreement shall supersede and replace in their entirety all prior versions of the CampusLogic Terms and Conditions, Data Protection Policy, Customer Support Guide, and Service Level Agreement, shall exclusively govern the Services provided, and the Agreement shall be defined as set forth in these Terms & Conditions.
- 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 the extent authorized by law, to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- N. **Debts or Delinquencies.** Pursuant to Section 2252.903, Texas Government Code, any payments owing to CampusLogic under this Agreement may be applied directly toward certain debts or delinquencies that CampusLogic owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- O. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- P. **Disputes.** CampusLogic shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by CampusLogic that cannot be resolved in the ordinary course of business. CampusLogic shall submit written notice of a claim of breach of contract under this chapter to Customer's designated official, who will examine CampusLogic's claim and any counterclaim and negotiate with CampusLogic in an effort to resolve the claim.
- Q. **Prohibition on Contracts with Companies Boycotting Israel.** In compliance with Texas Government Code 2270.002, CampusLogic verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
- R. **Public Information.**
- CampusLogic acknowledges that Customer is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
 - Upon Customer's written request, CampusLogic shall provide specified public information exchanged or created under this Agreement that is not otherwise excepted from

disclosure under chapter 552, Texas Government Code, to Customer in a non-proprietary format acceptable to Customer. As used in this provision, "public information" has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which Customer has a right of access.

- c. CampusLogic acknowledges that Customer may be required to post a copy of the fully-executed Agreement on Customer's website in compliance with Section 2261.253(a)(1), Texas Government Code.

APPENDIX A - DEFINITIONS

"Agreement" means collectively these Terms and Conditions, the CampusLogic Service Level Agreement, and one or more Subscription Order Forms executed on behalf of Customer and CampusLogic, each incorporated herein by 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 specified in all Subscription Order Forms between CampusLogic and a Customer. 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).