

EXHIBIT D

DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT THE MLSA

1. **Purpose**

- (a) This Exhibit supplements the Master License and Service Agreement (“MLSA”) to which it is attached, to ensure that the MLSA conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as “Section 2-d”). This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Erie 1 BOCES’ Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and the Supplemental Information about the MLSA that is required to be posted on Erie 1 BOCES’ website.
- (b) To the extent that any terms contained within the MLSA, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that Vendor has online or written Vendor’s Master Terms that would otherwise be applicable to its customers or users of its Product that is the subject of the MLSA, to the extent that any term of the Vendor’s Master Terms conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. **Definitions**

Any capitalized term used within this Exhibit that is also found in the MLSA will have the same definition as contained within the MLSA.

In addition, as used in this Exhibit:

- (a) “Student Data” means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (b) “Teacher or Principal Data” means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (c) “Protected Data” means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor’s Product.

- (d) “Participating Educational Agency” means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a RICS, and as a result is licensed to use Vendor’s Product pursuant to the terms of the MLSA. For purposes of this Exhibit, the term also includes Erie 1 BOCES or another RIC that is licensed to use Vendor’s Product pursuant to the MLSA to support its own educational programs or operations.

3. **Confidentiality of Protected Data**

- (a) Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.
- (b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and Erie 1 BOCES’s policy on data security and privacy. Vendor acknowledges that Erie 1 BOCES is obligated under Section 2-d to adopt a policy on data security and privacy.. Erie 1 BOCES will provide Vendor with a copy of its policy. Vendor and Erie 1 BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure Vendor’s continued compliance with Section 2-d.

4. **Data Security and Privacy Plan**

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with Erie 1 BOCES’ Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor’s Data Security and Privacy Plan are as follows:

- (a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Erie 1 BOCES’ data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this Data Sharing and Confidentiality Agreement. In the event Vendor’s policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.
- (b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA:

Finalsite implements the following measures to safeguard Customer Data:

- Encryption. Finalsite encrypts Customer Data while in transit and at rest using industry-standard encryption technologies.
- Confidentiality, integrity, availability, and resilience of processing systems. Finalsite utilizes Google Cloud or Amazon Web Services to host its applications across multiple availability zones; Finalsite utilizes automatic fail-over systems for certain applications and internal systems; Finalsite conducts regular hourly and daily backups of Customer Data, as well as other industry-standard safeguards for ensuring resilience of processing systems. Finalsite performs regular vulnerability scanning of its software applications and has continuous managed threat detection in place.
- Data Restoration. Finalsite utilizes automatic fail-over systems for certain applications and internal systems; Finalsite conducts regular backups of Customer Data designed to facilitate timely recovery in the event of a service interruption. In addition, Finalsite's third-party cloud hosting providers deploy replicated systems for physical redundancies spanning multiple geographic zones.
- Testing, assessing, and evaluating the effectiveness of technical and organizational measures. Finalsite performs periodic testing of its technical and organizational measures, and Finalsite's third party hosting providers perform regular testing of physical security measures. Finalsite continuously monitors its systems for malware utilizing industry-standard managed threat detection. Finalsite conducts annual independent penetration testing of its systems and applications to identify and resolve foreseeable attack vectors and potential cyber threats.
- Access Controls. Finalsite requires Customers to utilize unique usernames and passwords for access to its applications; Finalsite enables termination of access credentials by deleting user accounts and access when users leave the Customer's organization. Internally, Finalsite limits access to Customer Data to those employees and subprocessors with a need to know.
- Physical security. Finalsite utilizes Google Cloud and Amazon Web Services to host its software applications, which deploy industry-standard physical security measures concerning the hosting environments at which Customer Data is physically stored. Finalsite employee computers accessing Customer Data are encrypted utilizing industry- standard means.
- Events logging. Finalsite enables systems logging in connection with its threat monitoring and detection activities. Finalsite utilizes request logging of all incoming user traffic in its applications, as well as Customer admin and employee access activity.
- IT security governance and management. Finalsite maintains written policies and procedures for IT security governance and management.
- Data minimization. Finalsite does not enable collection of sensitive personal data in its applications except where necessary to provide the specific services to Customers.

- Data quality. Finalsite's applications regularly test certain data fields for validity and reject invalid data before processing and storage.
 - Training. Finalsite conducts privacy and security awareness training for all new hires and periodic privacy and security awareness training for employees and contractors who have access to Customer Data.
 - Data erasure and destruction. Customer Data is deleted within Finalsite's applications upon service termination or Customer request; backups are deleted automatically on a regular basis in accordance with Finalsite's formal data retention policy.
 - Vendor Management. Finalsite enters into formal agreements with its subprocessors containing industry-standard data protection provisions consistent with those measures deployed by Finalsite.
- (c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the MLSA" below.
- (d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.
- (e) Vendor [*check one*] will will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.
- (g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

5. Additional Statutory and Regulatory Obligations

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

- (a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).
 - (b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA.
 - (c) Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.
 - (d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the MLSA, unless:
 - (i) the parent or eligible student has provided prior written consent; or
 - (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.
 - (e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;
 - (f) Use encryption technology that complies with Section 2-d, as more fully set forth in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
 - (g) Provide notification to Erie 1 BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.
 - (h) Promptly reimburse Erie 1 BOCES, another RIC, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.
6. **Notification of Breach and Unauthorized Release**
- (a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.

- (b) Vendor will provide such notification to Erie 1 BOCES by contacting Michelle Okal-Frink directly by email at mokal@e1b.org, or by calling (716) 821-7200 (office) or (716) 374-5460 (cell).
- (c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.
- (d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform Michelle Okal-Frink or her designees.
- (e) Vendor will consult directly with Michelle Okal-Frink or her designees prior to providing any further notice of the incident (written or otherwise) directly to any other RIC or Regional Information Center, or any affected Participating Educational Agency.

EXHIBIT D (CONTINUED)

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

BY THE VENDOR:

DocuSigned by:
Jim Calabrese

Signature

Jim Calabrese

Printed Name

CFO

Title

7/24/2023

Date

EXHIBIT D (CONTINUED)

SUPPLEMENTAL INFORMATION

ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT BETWEEN

ERIE 1 BOCES AND ACTIVE INTERNET TECHNOLOGIES, LLC, DBA FINALSITE

Erie 1 BOCES has entered into a Master License and Service Agreement (“MLSA”) with *Active Internet Technologies, LLC, dba Finalsight* which governs the availability to Participating Educational Agencies of the following Product(s):

Web Community Manager (Renewals Only)
Mass Notifications
Mobile App
Ally (Renewals Only)
Finalsite Composer (See below for core package elements)
WeGlot
AudioEye
Messages/Messages/XR
Training and Services

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law (“Protected Data”).

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor’s subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: New subcontractors’, assignees’, or other authorized agents’ security controls are reviewed prior to onboarding per our vendor risk management policy, to identify any risks associated with the use of that particular subcontractor, assignee, or other authorized agent as well as ensure the proper contractual language is in place to protect Customer Data

Duration of MLSA and Protected Data Upon Expiration:

- The MLSA commences on July 1, 2023 and expires on June 30, 2026.
- Within sixty (60) days of expiration of the MLSA without renewal, or termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.
- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

EXHIBIT E

PRODUCT TERMS OF USE

Finalsite Master Terms and Conditions U.S. EDUCATION AGENCIES

THESE MASTER TERMS AND CONDITIONS (“MASTER TERMS”) APPLY TO ALL SERVICES MADE AVAILABLE TO THE CUSTOMER BY ACTIVE INTERNET TECHNOLOGIES, LLC, dba FINALSITE, A CONNECTICUT LIMITED LIABILITY COMPANY HAVING A PRINCIPAL PLACE OF BUSINESS AT 655 WINDING BROOK DRIVE, GLASTONBURY, CONNECTICUT 06033 AND ITS OPERATING AFFILIATES INCLUDING SCHOOLADMIN LLC, SCHOOLPOINT, INC. AND FINALSITE HOLDINGS (UK) LIMITED (COLLECTIVELY, “FINALSITE”). THE “CUSTOMER” IS A SCHOOL DISTRICT OR OTHER EDUCATION AGENCY WHICH ENTERS INTO AN ORDER WITH FINALSITE PURSUANT TO THESE MASTER TERMS. EACH ORDER EXECUTED BY THE PARTIES FORMS A SEPARATE CONTRACT BETWEEN WHICH INCORPORATES AND IS GOVERNED BY THESE MASTER TERMS (FINALSITE AND CUSTOMER ARE SOMETIMES COLLECTIVELY REFERRED TO AS THE “PARTIES”).

These Master Terms, together with each fully executed Order and Statement of Work, any applicable Services Rider containing terms and conditions specific to any Services and any additional contract documents agreed in writing between the Parties (collectively, the “Customer Contract Documents”), forms the contract between Finalsite and the Customer (collectively, the “Agreement”).

In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of any Order, the terms and conditions of the Order shall control with respect to such Order. In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of any Services Rider, the terms and conditions of the Services Rider shall control with respect to the relevant Services. **In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of the Customer Contract Documents, the terms and conditions of the Customer Contract Documents shall control.**

1. Ordering Services.

1.1 Services Generally. Finalsite agrees to provide the Customer the services (collectively, “Services”) described in a mutually agreed ordering document signed by the Parties (each an “Order”). Services may include access to certain software applications and other technology of Finalsite, including hosting, regular support and maintenance any and all regular updates, enhancements, error corrections, bug fixes, and modifications which are made generally available by Finalsite to its customers (collectively, “SaaS Services”) and certain professional services, including deployment of the SaaS Services and other professional services, such as website design, training and consulting services (collectively, “Professional Services”). Specific Services are also subject to the terms and conditions included in the Order. The Customer shall only have the right to receive those Services specified in the relevant Order during the duration stated therein. Subject to the terms and conditions of this Agreement, Finalsite shall make the relevant Services available to the Customer on the Effective Date of the applicable Order. In the course of Finalsite providing Services, Finalsite may utilize its employees, affiliates, subcontractors and third party service providers (“Representatives”) to provide their services to Finalsite as part of Finalsite’s provision of Services to the Customer. Finalsite’s Representatives include third parties who provide back-up, hosting, support and business and recovery services. Finalsite remains responsible for the acts of its Representatives under this Agreement.

2. Usage Rights and Restrictions.

2.1 Usage Rights – SaaS Services. Subject to the terms of this Agreement, Finalsite grants the Customer the right to access and use the SaaS Services described in each Order solely by the Customer’s employees, faculty, administrators, students, parents of students, alumni and/or third party service providers who are authorized by the Customer to use the SaaS Services on the Customer’s behalf (collectively, “Authorized Users”). With respect to public-facing content

which the SaaS Services display on behalf of the Customer, Authorized Users include individuals who access screen displays of the SaaS Services on a remote, web-enabled basis in order to view the content which the Customer has chosen to display to the public. The Customer and its Authorized Users shall access the SaaS Services solely via Finalsite hosted portal. The Customer shall have no other access to any Finalsite technology and shall not be entitled to download or otherwise receive a copy of the SaaS Services. Due to the nature of a SaaS delivery model, the SaaS Services to which the Customer is provided access will be the then-current version of such SaaS Services which is made available by Finalsite to its customers generally. The Customer shall be liable for the acts and omissions of its Authorized Users relating to this Agreement and use of the SaaS Services. Finalsite reserves to this Agreement.

2.2 Restrictions. The Customer and its Authorized Users shall not (i) access or use the Services beyond the term and specific scope limitations forth in the relevant Order; (ii) modify, copy, transfer, translate or create any derivative works based on the SaaS Services; (iii) override or attempt to override or circumvent any security feature, control or usage limits with respect to the SaaS Services; (iv) remove or alter any copyright notices, trademarks or other proprietary rights notices contained on or within (or in any materials provided by Finalsite in connection with) the Services; (v) resell or sublicense the Services or use the SaaS Services to provide any services on behalf of any third parties; (vi) violate any applicable law, regulation, order, decree or judgment in connection with the use of the Services, including any content and data utilized thereby; (vii) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the SaaS Services, Finalsite's systems or any software applications deployed by or accessible via integration with Finalsite; or (viii) attempt to gain access to the SaaS Services or any Finalsite systems in a manner not expressly authorized in the Agreement. The Customer shall take all reasonable precautions to prevent any virus or other malicious code from compromising the SaaS Services and/or Finalsite systems, including implementing other industry-standard security protections for any browsers used to access the SaaS Services. The Customer shall only enable access to and allow use of the Services in accordance with the express terms of the Agreement. Additional usage limitations or restrictions may be imposed on the Customer's use of the Services in the relevant Order, including limitations on bandwidth and storage.

2.3 Analytics. The Customer acknowledges that Finalsite may track usage of the SaaS Services by the Customer and its Authorized Users (by use of Google Analytics and other similar means) for purposes of providing, enhancing and maintaining its service offerings, collecting and analyzing cookies and other metadata, for analytical, statistical or benchmarking purposes and for creating analytics related to the use of the SaaS Services by Finalsite customers ("Analytics Data"). Analytics Data is created and maintained on an anonymized basis and does not identify individual data subjects. All right, title and ownership of Analytics Data (including all derivative works thereof) is and shall remain solely and exclusively vested in Finalsite.

3. Service Levels.

3.1 Finalsite will provide the SaaS Services in accordance with the Service Level Agreement ("SLA") available at <https://www.finalsite.com/servicelevels>, as may be amended from time to time in a manner that does not materially degrade the service levels set forth therein.

4. Professional Services.

4.1 Statement(s) of Work. The Parties may also enter into a Statement of Work (each, a "SOW") to describe the scope of certain Professional Services and specific terms and dependencies relating to those Professional Services. In order to be effective, a SOW must be signed by both Parties and reference the applicable Order. Any modifications or changes to the Services following execution of a SOW must be evidenced by a mutually acceptable amendment signed by both Parties.

4.2 Limitations/ Cooperation. Any timetable set forth in a SOW, Order or other project document is a good faith estimate which is dependent on, among other factors, the Customer's provision of appropriate information, cooperation, assistance, and tasks, including those items which may be identified as the responsibility of the Customer in the SOW. Subject to Section 7.02 of these Master Terms, the Customer shall provide Finalsite access to the Customer's logos and trademarks and other content as may be necessary for Finalsite to perform the Professional Services described in an Order.

4.3 Professional Services Representations and Warranties. Finalsight will provide all Professional Services in a professional and workmanlike manner and in accordance with any and all descriptions or requirements set forth in an applicable SOW. If deliverables are provided as part of the Professional Services and those deliverables do not conform in all material respects to any applicable specifications and other requirements described in the applicable Order or SOW, the Customer shall give Finalsight written notification of the deficiency or non-conformance within thirty (30) days after delivery of such Services. Finalsight then shall, within thirty (30) days of receipt of such written notification, use commercially reasonable efforts to correct the deficiency. The Customer shall provide such support and assistance as reasonably requested by Finalsight to discover the cause or a cure for the reported deficiency or non-conformance.

4.4 E-Verify. Finalsight agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees engaged to perform Professional Services during the term of this Agreement.

4.5 Conflicts of Interest/ Anti-Corruption. Finalsight agrees that it will not knowingly engage in transactions which conflict with the interests of the Customer and shall abide by a high standard of ethical conduct in the formation of this Agreement and providing Services hereunder. In particular, Finalsight will not pay kickbacks directly or indirectly to any Customer employee for the purpose of obtaining this or any other agreement with the Customer and agrees to cooperate fully with any investigation involving a possible violation of this Section. Finalsight has provided Customer's employees or Representatives no fees, gifts, gratuities, compensation, or anything of value in violation of applicable law in connection with this Agreement.

5. Maintenance and Support.

5.1 Scope. Finalsight shall provide maintenance and support of the SaaS Services, including provision of and all regular updates, enhancements, error corrections, bug fixes and modifications to the SaaS Services in accordance with Finalsight's then-current standard support policies and practices as and when made available to customers generally. Finalsight supports the Customer's browser access to the SaaS Services utilizing the then-current version and one prior version of Internet Explorer, Microsoft Edge, Safari, Chrome or Firefox. Certain Support Services are accessible through the "Help" section located in the Customer's interface to the SaaS Services. Finalsight reserves the right to discontinue any Service during the Term for any reason, but in such event Finalsight will notify Customer and, as Customer's sole and exclusive remedy, Finalsight will provide a pro-rata refund for any unused portion of the discontinued Services.

5.2 Enhanced Support. Certain support Services (such as expedited or "priority" support) may be purchased by the Customer under an Order, and, in such event, the terms and conditions of such Support Services, and associated fees, shall be as described in the applicable Order.

6. Third Party Technology.

6.1 Third Party Technology. Finalsight may utilize certain software or other technology of third parties (collectively, "Third Party Technology") in connection with its provision of the SaaS Services. The SaaS Services may be used to enable the Customer to interact with and/or utilize certain Third Party Technology, such as payment processing, online chat services, site translation services, accessibility overlay solutions, font and typography services, and any web service, website, social media platform or online library that enables functionality within a webpage displayed by the SaaS Services. Finalsight shall be responsible for enabling interoperability between the SaaS Services and the Third Party Technology described in the relevant Order. Except for the foregoing, the Customer is solely responsible and liable for the Customer's access to or use of any Third Party Technology.

7. Ownership.

7.1 Customer Materials. As between the Customer and Finalsight, Customer Materials are the sole and exclusive property of Customer. "Customer Materials" means, collectively, all data and materials (including text and images) that the Customer and its Authorized Users input, post, submit, or otherwise provide to Finalsight while utilizing the Services and in connection with Finalsight's provision of Services under this Agreement; and Customer's logos and

trademarks The Customer shall be solely responsible and liable for the content, accuracy or completeness of all Customer Materials (including monitoring the content of Customer Materials posted on the SaaS Services), and for any infringement of any third party intellectual property rights resulting from any Customer Materials.

7.2 Use of Customer Materials. During the Term of this Agreement, Customer grants to Finalsite and its Representatives a non-exclusive, royalty-free license to access, modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Materials for purposes of performing Finalsite's obligations hereunder. Subject to the terms of the Agreement and to the extent permitted by applicable law, Customer authorizes Finalsite and its Representatives to access and process Customer Materials in countries other than the jurisdiction from which the Customer Materials were originally collected. Finalsite shall not use Customer Materials except as authorized under this Agreement (including the applicable DPA) and to the extent required, or permitted, by applicable laws or regulations.

7.3 Services. As between the Customer and Finalsite, Finalsite owns all right, title, and interest in and to: (a) the SaaS Services, including the underlying software applications and technology and all application program interfaces ("API's") provided or made available by Finalsite in connection therewith; (b) all documentation, materials, work product and deliverables resulting from or related to the Services; and (c) all enhancements, modifications, updates, upgrades and derivative works thereof and all Intellectual Property Rights in any of the foregoing. Any enhancements, modifications, derivative works or any other intellectual property created directly or indirectly using or referring to the SaaS Services or components thereof, whether created solely by the Customer, a third party on behalf of the Customer, or jointly by the Customer and Finalsite or a third party on either party's behalf, belong exclusively to Finalsite, and the Customer hereby irrevocably assigns all rights therein, including all Intellectual Property Rights to Finalsite. For purposes of these Master Terms, "Intellectual Property Rights" means collectively all intellectual or industrial property rights recognized now or in the future under the laws of any jurisdiction throughout the world, including trademarks and trade mark applications, trade names, service marks, patents and patent applications, copyrights, and trade secrets in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing and derivative works and improvements (as such terms are defined and applied under Title 17 and Title 35 U.S.C., respectively).

7.4 Content Restrictions. Customer agrees not to use any Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to you under this Agreement, Customer represents and agrees that it will ensure that its Authorized Users will also comply with the obligations applicable to such exercise set forth in this Agreement. Finalsite takes no responsibility and assumes no liability for any Customer Materials that it, or any Authorized User, or third party out of Finalsite's control posts, submits, displays, or otherwise makes available via any Service, and Customer agrees Finalsite is acting only as a passive conduit for the online distribution and publications of such Customer Materials.

7.5 Removal of Content. If Finalsite determines in good faith that any Customer Materials could (a) pose a material security risk, (b) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to potential liability to Finalsite or a violation of applicable law or the terms or restrictions of the Agreement, then we may remove the offending Customer Materials, suspend Customer's and/or Customer's Authorized Users' use of the Services, and/or pursue other remedies and corrective actions.

7.6 Other Rights. Customer hereby grants Finalsite a limited right and license to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Services in promotional materials unless and until Customer provides a written request to discontinue such use.

7.7 Feedback. In the event that the Customer or any of its Authorized Users submit any ideas, suggestions, proposed enhancements, or other feedback relating to the SaaS Services (collectively, "Feedback"), Finalsite shall own all such Feedback without compensation to the Customer or its Authorized Users and the Customer hereby irrevocably assigns all rights, including any Intellectual Property Rights, in such Feedback to Finalsite.

8. Protection of Personal Information.

8.1 Provision of Personal Information. In connection with use of the Services set forth in an Order, the Customer and its Authorized Users may from time to time provide Finalsité with certain personally identifiable information of the Customer's students, prospective students, parents of students, faculty, administrators, employees and/or Authorized Users that is protected by various laws and regulations ("Personal Information").

8.2 Data Protection and other Compliance Obligations. Both parties shall comply with their respective obligations under applicable data privacy laws with respect to Personal Information, including the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g and its implementing regulations, as they may be amended from time to time ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and COPPA. Finalsité will maintain reasonable and appropriate security measures designed to protect Personal Information from unauthorized access, destruction, use, modification and disclosure.

8.3 Customer Data Privacy Obligations. The Customer shall maintain reasonable and appropriate security measures to protect the confidentiality and integrity of its account IDs, passwords, and interaction with the SaaS Services. The Customer shall be responsible for all account activities regardless of whether the activities are authorized by the Customer or undertaken by the Customer, its employees and other Representatives or Authorized Users and Finalsité is not responsible for unauthorized access to Customer's account. The Customer shall also comply with all applicable laws and regulatory requirements governing Personal Information utilized and transferred in connection with the SaaS Services.

9. Additional Data Privacy Terms.

9.1 Student Data. Personal Information of students, student records and student-generated content (collectively, "Student Data") is the property of the applicable student or legal guardian of the student. During the Term of this Agreement, the Customer shall retain control of all Student Data maintained in connection with the Services. Finalsité shall take reasonable commercial measures designed to ensure the security and confidentiality of all Student Data. Finalsité and its employees, agents and contractors shall use Student Data only for purposes for which it may utilize Customer Materials under the terms of this Agreement.

9.2 FERPA. Student Data may include "education records" as defined under FERPA. To the extent that Finalsité collects or processes Personal Information in education records in the course of providing Services under this Agreement, it does so as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1) and is designated by the Customer for these purposes as a "school official" with legitimate educational interests. In this regard, Finalsité will comply with its responsibilities as a school official under FERPA. Similarly the Customer will comply with the responsibilities applicable to it under FERPA. The Customer is responsible to obtain any necessary consents prior to providing Student Data to Finalsité and is wholly responsible for providing annual notice to students and parents or other legal guardians of their rights with respect to FERPA and other applicable law.

9.3 Additional Data Processing Terms. Additional data processing terms applicable to Customer's jurisdiction are available at <https://www.finalsite.com/dpa> (each, a "DPA") and are incorporated into and made a part of these Master Terms. Finalsité may amend or supplement any DPA from time to time to address current best practice or to address changes in applicable law. Such additional terms will become part of this Agreement unless Customer objects in writing within ten (10) days of any posted update, provided that any changes required by law shall become part of this Agreement immediately upon the effective date of such change.

10. Consent to Use/Transfer

10.1 Consents. The Customer represents and warrants that at all times during the Term, it has obtained all consents necessary for Finalsité to access and use the Customer Materials and Student Data for purposes of providing the Services, including those consents related to the collection, use, maintenance and transfer of Personal Information (including Student Data) in compliance with applicable law and regulatory requirements (including the Children's

Online Privacy Protection Act, as amended). Finalsite may rely on this Agreement as the Customer's representation that all necessary consents have been obtained and Finalsite shall not be required to independently verify such fact or compliance by the Customer with applicable law with respect thereto.

10.2 Authorized Use. The Customer further represents and warrants that the use of Personal Information and other Customer Materials by Finalsite, in accordance with the terms of the Agreement, does not and will not violate any applicable law or regulatory requirements, or result in the breach of any covenant or obligation that the Customer has to any person or entity. The Customer acknowledges that Finalsite has no responsibility to review or monitor any Customer Materials, including reviewing or determining the legality, accuracy or completeness of Customer Materials. Finalsite, however, reserves the right to take any action with respect to the Services that Finalsite deems necessary or appropriate in its sole discretion if Finalsite reasonably believes the Customer's use of the Services could violate applicable law or regulatory requirements, create liability for Finalsite, its affiliates and/or its suppliers, or could otherwise compromise or disrupt services provided to other customers.

11. Customer Responsibilities.

11.1 Hardware and Customer Procedures. In addition to its other responsibilities as set forth in this Agreement, the Customer is solely responsible for and assumes all liability relating to (i) decisions about the Customer's computer and communications systems needed to access the SaaS Services; (ii) all purchases of any necessary hardware, software, services or licenses required by the Customer to access and use the SaaS Services as contemplated in this Agreement; (iii) the Customer's procedures and criteria, including any claim by an applicant, student, parent or employee arising from the Customer's procedures or criteria and any violation of any applicable statutory or regulatory requirements resulting from implementation of the Customer's procedures and criteria; and (iv) provision and maintenance of all domains and URLs used by the Customer and its Authorized Users to access the Services.

11.2 Compliance with Law. The Customer and its Authorized Users shall comply with all applicable law and regulatory requirements in their respective execution, delivery and performance of this Agreement and access to and use of the Services.

11.3 Terms of Use. Access and use of the Services is contingent upon compliance with the terms and conditions of this Agreement. The Customer warrants and covenants that neither the Customer or its Authorized Users will: (i) use the Services, in whole or in part, to store, initiate or transmit material (including Customer Materials) that is infringing, libelous, defamatory, abusive, harmful to minors, designed to cause annoyance, inconvenience or distress to any person; comprises unsolicited marketing in violation of third-party privacy or property rights, or otherwise violate applicable law; (ii) interfere with, unreasonably burden, or disrupt the integrity or performance of the Services or third-party data or content contained therein; (iii) attempt to gain unauthorized access to the Services or its related systems or networks; or (iv) provide the Services to third parties who are not Authorized Users, including, by resale, license, loan or lease. The Customer will use best efforts to prevent and/or block any prohibited use, and will cooperate with Finalsite to prevent or cease such use from continuing. The Customer will notify Finalsite in writing, within three (3) business days of discovery of facts indicating that the Services are being used in violation of the Agreement or applicable law, describing such violation(s), and the basis for such knowledge, and shall fully cooperate with Finalsite to remedy such violation. The Customer shall be solely responsible and liable for such violative use.

12. Term of the Agreement/Orders.

12.1 Term. This Agreement shall become effective on the effective date of the first Order entered into by the Customer and Finalsite and shall continue through the termination date of all Orders hereunder (the "Initial Term"), unless terminated earlier in accordance with the provisions of this Agreement. The term of any Order shall be stated in the Order, provided however that unless otherwise provided in any Order, the term of each Order shall automatically renew for successive terms of equal duration to the initial term stated therein (each, a "Renewal Term"), unless either Party provides written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term. The Initial term and all Renewal Terms are collectively referred to as the "Term".

13. Termination

13.1 Uncured Breach. In the event either party defaults in any obligation in this Agreement or any Order, the non-defaulting Party shall give written notice of such default. If the Party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting Party may terminate this Agreement by delivering written notice thereof to the defaulting Party.

13.2 Insolvency. Either Party may terminate this Agreement, effective immediately upon written notice, in the event that the other party: (i) makes a general assignment for the benefit of creditors; (ii) institutes proceedings seeking relief or reorganization under any laws relating to bankruptcy or insolvency or (iii) has a court of competent jurisdiction appoint a receiver, liquidator or trustee over all or substantially all of such party's property or provides for the liquidation of such Party's property or business affairs.

13.3 Inactivity. Either party may terminate this Agreement upon written notice at any time when there are no Orders then in effect. In addition, this Agreement shall automatically expire if there are no Orders or SOWs Work in effect for a continuous period of six (6) months.

13.4 Convenience. The Customer shall have the right to terminate any Order for convenience, contingent upon satisfying the following conditions: (i) the Customer must provide Finalsité with at least ninety (90) days' prior written notice of termination of the applicable Order, including the effective date of termination; and (ii) the Customer must pay Finalsité (on or before the effective date of termination), one hundred percent (100%) of all remaining fees due under the terminated Order as of the effective date of such termination, in addition to actual expenses incurred by Finalsité as of the termination date.

13.5 Termination for Lack of Funding. The Customer represents that it has sufficient available funds to pay for the Services purchased under each Order through at least the end of the then-current fiscal year. If sufficient funds are not appropriated by the Customer's public funding body to pay in full the fees due under such Order for any fiscal year thereafter during which an Order is in effect, then the Customer shall have the right to terminate the relevant Order by providing Finalsité written notice of termination at least ninety (90) days prior to the first day of the fiscal year for which sufficient funds will not be available and by paying Finalsité in full for all fees and expenses due through the end of the then-current fiscal year. The Customer agrees that the termination rights set forth in this Section 13.5 will not apply if funds are appropriated to it for the acquisition, retention or operation of software or other services substantially similar to the Services provided by Finalsité under this Agreement. The Customer agrees to use its best efforts to obtain and maintain sufficient funds to make all payments due hereunder and commits that it will only utilize this provision in the event that, despite its good faith best efforts to continue to fund all Orders under this Agreement, such funds are not appropriated by the relevant funding body.

13.6 Effects of Termination. Termination of this Agreement or any Order shall terminate all Services provided by Finalsité thereunder without the requirement of additional notice by Finalsité, and the Customer and its Authorized Users shall cease all use of the applicable Services on or before the effective date of termination or expiration. The due dates of all payments owed by the Customer to Finalsité under this Agreement shall become due on the effective date of termination or expiration.

14. Subcontractors.

14.1 Use of Third Party Contractors. Subject to the term of this Agreement, including the relevant DPA and applicable law, Finalsité may utilize third party subcontractors and/or subprocessors in its sole discretion to perform, or support performance of, any Services under this Agreement. In such event, Finalsité shall not be relieved from its obligations

under this Agreement. A current list of subprocessors utilized by Finalsite in provision of Services can be found at <https://www.finalsite.com/subprocessors>.

15. Fees and Expenses

15.1 Fees. All fees and expenses payable by the Customer shall be payable in the amounts and on such payment dates as described in the applicable Order. The Customer may ACH or wire payments or pay via check. If the Customer elects to pay via check, the check must be drawn on a U.S. bank. Fees stated in any Order are fixed for the current term of the Order for the scope of Services described in such Order. Thereafter, Finalsite may increase fees for any Renewal Term effective as of the commencement of such renewal term by providing at least thirty (30) days' advance written notice to the Customer of the increase. Any requested changes to the scope of Services requested by the Customer shall be subject to additional fees, which shall be reflected in an amendment to the existing Order or a new Order executed by the Parties. All amounts payable by the Customer under this Agreement will be paid to Finalsite without setoff or counterclaim, and without any deduction or withholding. All fees are non-refundable.

15.2 Expenses. In addition to obligation to pay fees, the Customer shall reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering Services to the Customer under any SOW. Except as described in a SOW, all such expenses shall be payable by the Customer upon execution of the relevant SOW.

15.3 Payment Terms. All Services fees are payable annually in advance. Payment for the invoice covering the first year of any Order is due upon execution of the relevant Order. Thereafter, Finalsite will invoice the Customer for each subsequent annual period on each annual anniversary of the effective date of the relevant Order. All invoices under any Order shall be due and payable within thirty (30) days of invoice date. After thirty (30) days from the invoice date, Finalsite may charge interest at the rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is less, on all overdue unpaid amounts until payment is received by Finalsite. All fees incurred by Finalsite for collections (including attorneys' fees and costs) must be paid or reimbursed by the Customer. All invoices shall be sent to the Customer at the billing address set forth in the Order.

15.4 Suspension for Non-Payment. In the event the Customer fails to pay any amounts owing under any Order for sixty (60) days from date of invoice, without limiting its other rights and remedies, Finalsite may suspend Services to the Customer until such amounts are paid in full. Finalsite will provide the Customer prior notice that the Customer's account is overdue before suspending Services.

15.5 Taxes. The Customer shall be responsible for the payment of, or reimbursement of Finalsite for, any applicable present or future services, sales, use, excise, goods, property, value added or other taxes or duties levied against or upon the provision of SaaS Services (excluding taxes based upon Finalsite's net income). Upon request, the Customer will provide Finalsite with a valid tax exemption certificate authorized by the appropriate taxing authority.

16. Confidentiality

16.1 Confidential Information. In the course of performance of this Agreement, the Parties may receive or have access to information that is confidential to one or the other Party and a Party's Authorized Users (collectively, "Confidential Information"). Confidential Information shall mean non-public materials and information, in whatever form, written, oral or otherwise, that include, but shall not be limited to (i) the SaaS Services, including any modules, functionality or content licensed by Finalsite from third parties; (ii) the distinctive methods or procedures which Finalsite uses in the design, development, licensing, support, or maintenance of the SaaS Services, (iii) each Party's business processes and strategies, (v) all portions of the Customer Materials which are treated as confidential by the Customer; (vi) all Personal Information; and (v) all information clearly identified by either Party as confidential,

provided however that a party's Confidential Information shall not include information that: (a) is or becomes generally available to the public through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party or from a third party whom the receiving Party knows or should know is under an obligation of confidentiality with the owner of the Confidential Information; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party.

16.2 Restrictions on Use and Disclosure. Each Party agrees to hold the other Party's Confidential Information in confidence during the Term of this Agreement and following termination for any reason. Except for disclosure to Finalsite's subcontractors and third party service providers who are bound by confidentiality obligations with respect to such Confidential Information and as otherwise provided in the Agreement, each Party agrees not to make the other Party's Confidential Information available in any form to any third party or to use the other Party's Confidential Information for any purpose not intended under this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Following receipt of a written request and promptly following termination of this Agreement, the other Party shall return to the requesting Party, in whole or in part, the Confidential Information that has been disclosed in tangible form. Each Party may retain a copy of Confidential Information solely for archival purposes

16.3 Public Records Law. The Customer's obligations under this Section 16 are subject to the state public records laws of the state of the Customer's formation to the extent applicable, *provided that*: (i) the Customer shall provide Finalsite prompt written notice of any public records requests for disclosure of this Agreement and/or any materials and information relating to this Agreement, Finalsite Confidential Information and/or deployment of Finalsite's technology, including Finalsite's responses to any Request for Proposal issued by the Customer; (ii) allow Finalsite to claim any exceptions from disclosure it deems appropriate under applicable law, at Finalsite's cost and expense; and (iii) reasonably cooperate with Finalsite in such efforts.

17. Representations, Warranties & Disclaimers

17.1 Services Warranties. Finalsite warrants to the Customer that during the Term of the Agreement: (i) all Professional Services will be performed in a professional manner, with the requisite level of qualifications, care and skill, exercised consistent with standard industry practices; and (ii) the features and functions of the SaaS Services will comply in all material respects with the description(s) set forth in the applicable standard user guides and administrative guides when used and/or accessed in accordance with the terms and conditions of this Agreement and the applicable Order. The Customer must provide written notice to Finalsite of any alleged defects and the Customer's sole remedy will be for Finalsite to promptly provide modifications or fixes with respect to the applicable non-conformity.

Unless the Customer provides written notice to Finalsite within ten (10) business days following completion of any Professional Services, any claims of breach of warranty with respect to such Professional Services and resulting work product shall be deemed waived.

17.2 Exclusions. The foregoing are excluded from the foregoing services warranties and Finalsite shall not be liable for: (i) the Customer's or its Authorized Users' use and/or access the SaaS Services in a manner which is not in conformance with the terms and conditions of this Agreement and relevant Order; (ii) the Customer's or its Authorized Users' use the SaaS Services with third party data, software or hardware which is incompatible with the SaaS Services; (iii) errors in the SaaS Services resulting from the Customer's or its Representatives' or Authorized Users' configuration or manipulation of the SaaS Services, in each case not specifically recommended in writing by Finalsite; or (iv) reduced performance or non-availability of the SaaS Services resulting from failure of network connections.

17.3 Debarment. Finalsite represents and warrants that neither it, nor to its knowledge, any of its respective employees or other Representatives engaged in the provision of Services under this Agreement have been excluded, debarred, suspended or otherwise deemed ineligible to participate in Federal, state or other U.S. governmental

programs, nor is it, or to its knowledge its respective employees or other Representatives, included on the list of sanctioned parties maintained by the U.S. government, including, without limitation, the List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the Office of Inspector General, the General Services Administration, or any other state or federal governmental agency.

17.4 Finalsite Validity/ Non-contravention Warranties. Finalsite represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of Finalsite, duly authorized by all necessary action on the part of Finalsite; and (ii) the execution, performance and delivery of this Agreement by Finalsite are within Finalsite's corporate powers and do not and will not violate (a) the articles of incorporation or bylaws of Finalsite, (b) any law, rule, regulation, judgment, order or decree applicable to Finalsite's performance of its obligations hereunder or contravene or cause a default under any license, franchise, permit or other similar authorization held by Finalsite, or any agreement to which Finalsite is a party, or (c) require the consent or other action of any person or entity which has not been obtained prior to execution of this Agreement.

17.5 Customer Validity/ Non-contravention Warranties. the Customer represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of the Customer, duly authorized by all necessary action on the part of the Customer and its governing body; (ii) the Customer has full authority to execute and perform its obligations as contemplated by this Agreement; and (iii) the execution, performance and delivery of this Agreement by the Customer are within the Customer's organizational powers, have been duly authorized by all necessary action on the part of the Customer, and do not and will not violate (a) the applicable organizational documents of the Customer, (b) any applicable law, regulatory requirement, judgment, order or decree or cause a default under any license, franchise, permit or other similar authorization held by the Customer, or any agreement to which the Customer is a party, or (c) require the consent or other action of any person or entity (including in respect of, or filing with, any governmental body, agency or official) which has not been obtained prior to execution of this Agreement. The Customer has provided Finalsite evidence of approval by all governing bodies as required by applicable state law prior to execution of the Agreement.

17.6 Disclaimers. It is the Customer's sole responsibility to determine the suitability of the Services for the Customer's use. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (4) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. FINALSITE AND ITS LICENSORS MAKE NO WARRANTY THAT OPERATION OF THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS WILL BE CORRECTED. FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY THIRD PARTY TECHNOLOGY.

17.7 Liability Limits. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, EXCEPT FOR AMOUNTS OWED BY CUSTOMER UNDER THIS AGREEMENT, FOR ALL CLAIMS BY A PARTY, WHETHER SUCH CLAIMS ARE MADE IN CONTRACT, TORT, OR OTHERWISE, A PARTY'S POTENTIAL RECOVERY SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES SUFFERED BY SUCH PARTY UP TO THE ACTUAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO FINALSITE UNDER THE ORDER UNDER WHICH THE CLAIM AROSE DURING THE TWELVE (12) MONTHS PRIOR TO THE INITIAL ASSERTION OF CLAIM(S) FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM(S).

17.8 Waiver of Indirect Damages. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, IN NO EVENT SHALL A PARTY (IN THE CASE OF FINALITE INCLUDING ITS SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND/OR SUBCONTRACTORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR COSTS OF SUBSTITUTE SERVICES) SUFFERED BY CUSTOMER, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF FINALITE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS AGREEMENT SHALL NOT CONVEY UPON ANY THIRD PARTY ANY RIGHTS HEREUNDER, AND NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY.

17.9 Customer Procedures and Criteria. In the event the Services described in an Order include implementation of procedures or criterial specified by the Customer (such as the Customer's admission criteria and enrollment procedures), Finalsite expressly disclaims all liability associated with the content, and results obtained by use, of such procedures and criteria. The Customer is solely responsible for the scope if such procedures and criteria and reviewing the Services as configured by Finalsite to ensure compliance with the Customer's procedures and/or criteria. FINALSITE ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO WHETHER THE CUSTOMER'S PROCEDURES OR CRITERIA COMPLY WITH APPLICABLE LAW OR REGULATORY REQUIREMENTS. TO THE EXTENT THAT CUSTOMER'S PROCEDURES OR CRITERIA VIOLATE ANY APPLICABLE LAWS OR REGULATORY REQUIREMENTS, FINALSITE RESERVES THE RIGHT TO REFUSE TO IMPLEMENT SUCH PROCEDURES OR CRITERIA WITHOUT LIABILITY HEREUNDER.

18. Affirmative Action, Equal Employment Opportunity

18.1 Non-Discrimination. Finalsite is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and are committed to follow these practices of non-discrimination, equal employment opportunity, and affirmative action. Finalsite shall use good faith efforts to ensure implementation of this policy in its employment practices, including recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training. Where required by applicable law, Finalsite has implemented written affirmative action plans.

19. Background Checks

19.1 Background Checks. If any Finalsite employees or agents shall have access to the Customer facilities, Student Data or other Confidential Information, Finalsite shall screen all such employees and agents, including interviews, reference checks, and credit history, as applicable to the scope of such access. Finalsite shall conduct criminal background checks in accordance with state and federal law for Finalsite employees and who may have direct contact with children under this Agreement. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws.

20. Insurance.

20.1 Minimum Coverage Limits. At all times during the Term of this Agreement, Finalsite shall maintain the following minimum insurance coverages and shall provide a certificate of insurance evidencing such coverages to the Customer upon request.

- (i) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
- (ii) automobile liability coverage in the amount of \$1,000,000 combined single limit;
- (iii) umbrella liability coverage, occurrence based with limits of at least \$5,000,000 per occurrence and in the aggregate;

- (iv) workers' compensation and employee liability coverage for statutory limits; and
- (v) professional, data privacy and network security coverage with an aggregate limit of \$5,000,000.

21. Modifications/ Amendments.

This Agreement (including any Order and/or SOW) can only be modified or amended by a written agreement signed by persons authorized to sign agreements on behalf of each of the Parties.

22. Waiver.

No failure to exercise and no delay in exercising on the part of either Party, or partial exercise, shall operate as a waiver of any right under this Agreement. A waiver on one occasion shall not operate as a waiver on other occasions.

23. Severability.

If any term or provision of this Agreement or application of the terms of this Agreement to the Parties shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then such invalidity will not affect the remainder of this Agreement and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

24. Relationship of Parties.

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, association, or other form of agency relationship between the Parties. A Party and its respective personnel shall not be eligible to participate in any employee welfare or other benefit plans, however characterized, which may be maintained by the other Party. Each Party agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to its respective personnel. Each Party agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for its respective personnel as may be applicable.

25. Assignment.

This Agreement may not be transferred or assigned directly or indirectly by either Party, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Finalsita may freely assign this Agreement to an affiliate and/or in connection with a change of control transaction or sale of substantially all of its business or assets as a going concern.

26. Force Majeure.

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement (except for payment obligations which may be delayed but shall not be so excused) to the extent the delays or failures result from causes beyond the reasonable control of the Party. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, including public states of emergency, utility or communications failures, denial of service, hacking and other malicious attacks and activities, software viruses, telecommunications slow-downs or failure, erroneous data transmission, and causes which could not, with reasonable diligence, be controlled or prevented by the Party. However, to be excused from delay or failure to perform, the Party must promptly provide written notice to the other Party and act diligently to remedy the cause of the delay or failure.

27. Entire Agreement.

This Agreement, including any and all Orders, SOWs, Exhibits, Schedules, Attachments and material incorporated by reference, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. This Agreement represents the complete and final agreement of the Parties and supersedes and replaces all prior or contemporaneous oral or written agreements, understandings or commitments between the Parties, including any purchase order. For clarity, while the Customer may utilize a purchase order for its internal administrative purposes, any terms or conditions in any such purchase order shall be deemed null and void and the terms and conditions of this Agreement shall solely govern and control.

28. Indemnification.

28.1 Finalsite Indemnity. Finalsite will indemnify and defend the Customer against any third-party claim and cause of action and any resulting loss, damage or expense (including reasonable attorney's fees) awarded against the Customer to the extent caused by (i) any fraud or willful misconduct by Finalsite or its Representatives; or (ii) the infringement by the SaaS Services, as provided by Finalsite and used in accordance with the terms of this Agreement and the relevant Order, of any Intellectual Property Rights of such third party. If any SaaS Services are held or believed to infringe any third party's Intellectual Property Rights, Finalsite may, in its sole discretion, (i) modify the relevant SaaS Services to be non-infringing, (ii) obtain for the Customer the right to continue using the relevant SaaS Services or (iii) if neither (i) nor (ii) are commercially practicable, terminate the relevant Order as to the alleged infringing SaaS Services and return to the Customer any unearned fees for use of such SaaS Services prepaid by the Customer to Finalsite.

28.2 Exclusions. The foregoing indemnity will not apply and Finalsite will not be liable for any damages assessed in any cause of action to the extent such cause of action arises or damages result from (i) the Customer's or its Authorized Users' use of the relevant SaaS Services other than as set forth in this Agreement and the relevant Order; or (ii) the combination, operation or use of the relevant SaaS Services with software, hardware, technology or other materials not approved or supplied by Finalsite, if infringement (including, without limitation, contributory infringement) would have been avoided by use of the relevant SaaS Services without such software, hardware, technology, or other materials.

28.3 Customer Indemnity. Except to the extent expressly prohibited by law with respect to immunity of government entities applicable to the Customer, the Customer shall indemnify and hold Finalsite, its licensor's and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) awarded against Finalsite to the extent caused by: (i) any fraud willful misconduct of the Customer or its Representatives or Authorized Users; (ii) the infringement by the Customer Materials, and/or any Third Party Technology provided to Finalsite or input into the SaaS Services by the Customer or its Authorized Users, of the Intellectual Property Rights of a third party; and (iii) the nature, substance or content of the Customer Materials (such as a defamation claim, an invasion of privacy claim, a claim arising from lack of consent to use the Customer Materials).

28.4 Indemnity Procedure. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof; (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission regarding such claim involving the Indemnitor without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld; and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice. Each party will take reasonable steps to mitigate any potential damages. If both the Indemnitor and Indemnitee are at fault, then the Indemnitor shall indemnify the Indemnitee only for the percentage of responsibility for the damage or injuries attributable to the Indemnitor.

28.5 Exclusive Remedy. THIS SECTION 28 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

29. Venue and Applicable Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the jurisdiction of the Customer's formation, excluding conflict of law principles.

30. Export Control.

Customer shall not export or allow the export or re-export the Services, any components thereof or any Confidential Information of Finalsite without Finalsite's express, prior, written consent and except in compliance with all export control laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign laws and regulations.

31. General Definitions.

Reference in this Agreement or any Order or other document incorporated by reference into the Agreement to the following words shall have the meaning set forth in this Section 31: (i) "ensure" and its derivatives means to use commercially reasonable efforts to pursue the stated aim and does not imply or constitute any guaranty of results or outcomes or any express or implied covenant, warranty or representation; (ii) "best efforts", "commercially reasonable efforts" and "reasonable efforts" mean acting with diligence and good faith in the performance of the applicable obligation; and (iii) "immediately" means promptly and without undue delay.

SERVICES RIDER – MASS NOTIFICATION SERVICES

The following additional terms and conditions shall apply to any Order in which the Customer purchases access to mass notification Services described in any Order, which may include cell phone calls, SMS text messages, email messages and other notification services (collectively, “Mass Notification Services”) and such terms and conditions are incorporated by reference and made a part of the Master Terms.

1. Definitions. For purposes of this Agreement, an “Emergency Purposes”, shall have the meaning set forth in the Telephone Consumer Protection Act, 47 U.S.C. § 227, namely, calls made necessary in any situation affecting the health and safety of consumers. “First Responder Incidents” means an occurrence, situation or natural phenomenon which may be immediately threatening to life, health, property or the environment or has a high probability of escalating to cause immediate danger to life, health, property or environment. An “Emergency Message” is a Message sent to all recipients for Emergency Purposes. An “Outreach Message” is a Message sent to one or more recipients for general outreach and informational purposes that is not an Emergency Message. The term “Excess Usage” means the amount of SMS texts, email messages, phone voice minutes, iOS/ Android application notifications and other usage metrics initiated through the Mass Notification Services in excess of the usage limits described in the relevant Statement of Work or Order. “Student” means the number of full-time students enrolled at Customer’s institution.

2. Customer Acknowledgement and Obligations.

a. Customer acknowledges that Customer may use the Mass Notification Services for Emergency Purposes and to send Emergency Messages and Outreach messages. However, the parties expressly acknowledge and agree that Mass Notification Services are not designed for responding to First Responder Incidents (including notifying 911, fire, police, ambulance, and/or emergency medical personnel).

b. Customer represents and warrants that: (i) it will comply with all applicable laws and contracts in connection with use of contact data for all message recipients (“Contact Data”) and the Mass Notification Services, and with respect to the content and transmission of calls, texts, email messages and other messages and notifications (collectively, “Messages”) sent using the Mass Notification Services, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) the FCC’s implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the “Telemarketing Laws”), and where applicable, the legislation commonly referred to as Canada’s Anti-Spam Legislation (S.C. 2010, c. 23) (“CASL”); (ii) as to each recipient to be contacted by Finalsité on Customer’s behalf, Customer has obtained consents that may be required by the Telemarketing Laws, CASL and Customer’s applicable privacy policies; (iii) Customer will retain documentary proof of such consents for at least five (5) years from the date the recipient’s contact information is provided by Customer to us; (iv) Customer will suppress and will not provide to Finalsité any contact information for any recipient who has registered their telephone number on the national Do-Not-Call Registry, any similar state or other registries or has otherwise indicated that he or she does not wish to be contacted; (v) Customer will have in place reasonable safety and emergency response policies and procedures to respond to First Responder Incidents which do not utilize the Mass Notification Services; (vi) Customer will not take actions that will subject Finalsité to any liability under applicable law due to the import of Contact Data; (vii) Customer will provide a reasonable means for message recipients to rescind consent to receive Messages and will not send Messages to message recipients who have opted out of receiving Messages; and (viii) where Customer is providing a recipient and/or Student count or other data for the purposes of Finalsité’s Service pricing quotations, such information shall be true and correct. Customer will designate qualified personnel to act as liaisons between Customer and Finalsité with respect to technical, administrative and content matters, and providing accurate and current contact information. Finalsité shall have the right to require Customer to provide a legal compliance plan in connection with Customer’s use of Finalsité’s Mass Notification Services and may audit Customer’s compliance with such plan as well as compliance with the terms of this Product Rider. Failure to comply with any provision of this Section 2 is a material breach of the Agreement. Except to the extent prohibited by applicable law, including laws providing for the sovereign immunity of government entities, Customer agrees to indemnify, defend and hold Finalsité harmless from and against all third party claims, lawsuits, proceedings, causes of action, and resulting damages, liabilities, losses, judgments,

finer, penalties, costs, and expenses (including reasonable attorneys' fees) relating to or arising out of Customer's breach of the foregoing representations, warranties and obligations, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages Customer distributes using, or Customer's failure to use, the Mass Notification Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit or proceeding: (i) Finalsight may participate in such defense through counsel of its own choosing, which participation shall be at its sole expense, and (ii) Customer shall not settle or permit the settlement of any such third-party claim, lawsuit, or proceeding without Finalsight's prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of this Agreement for any reason.

3. Political Activities. The Mass Notification Services shall not be used for political activities.

4. Excessive Usage. In the event of Excessive Usage of the Mass Notification Services, additional fees may apply, as described in the relevant Order or Statement of Work. Finalsight will use reasonable commercial efforts to notify Customer via notification through the Mass Notification Services, through Finalsight's representatives and/or via email prior to assessing any such additional charges. Unless otherwise specified in the relevant Order or Statement of Work, Finalsight reserves the right to charge for Excess Usage as it may occur throughout the Term, provided however, any failure by Finalsight to timely invoice for any overages shall not constitute a waiver of Customer's obligation to pay such fees for Excess Usage.

5. Remedies and Disclaimers. In the event of any failure of the Mass Notification Services to comply with the Agreement, Customer's sole and exclusive remedy shall be to terminate the Mass Notification Services. Customer agrees that the Mass Notification Services are not intended, nor designed, for use in high-risk activities or First Responder Incidents, or in any situation where failure of the Mass Notification Services could lead to death, personal injury, or damage to property, or where other damages could result if an error or outage occurred. The parties further acknowledge and agree that, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, FINALSIGHT SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE MASS NOTIFICATION SERVICES. Customer agrees that its primary recourse in the event of any actual or potential First Responder Incident should be to contact 911 or a first responder and that the Mass Notification Services are not intended to replace 911 or any other services designed to respond to First Responder Incidents.

SERVICES RIDER – AUDIOEYE

The following additional terms and conditions shall apply to any Order in which the Customer purchases access to accessibility services provided by AudioEye as described in any Order (the “AudioEye Services”) and such terms and conditions are incorporated by reference and made a part of the Master Terms.

1. The AudioEye Services provided in this Order do not provide accessibility or compliance, or otherwise remediate, the following: (i) any documents, spreadsheets, or other non-website content or files accessible via the Customer’s domain, (ii) any videos or other multimedia files accessible via the Customer’s domain (including embedded videos or multimedia files from third-party platforms), (iii) any non-website applications, (iv) any third-party domains linked from the Customer’s domain (including Google Maps or Instagram), (v) any third-party content or widget including plug-ins, iframes or applications, (vi) any plug-ins, iframes or applications that use the flash format, or (vii) a java application that operates in a separate window.
2. The AudioEye terms and conditions set forth at <https://www.audioeye.com/terms-of-service/> are incorporated into this Order by reference with respect to access and use of the AudioEye Services.
3. AudioEye will use commercially reasonable efforts to provide Customer with support for the AudioEye Services as specified at <https://www.audioeye.com/sla/>.
4. Except as provided in the relevant Order, any code modifications to the SaaS Services required to bring Customer’s domain into accessibility standards which result from either changes in accessibility standards or content changes made by Customer after the launch date of Customer’s domain shall be subject to an additional charge at Finalsite’s then-current Professional Services rates.