

CAMPUS KAIZEN

TERMS OF SERVICE

These Terms of Service (“Terms”) constitute a legal agreement between the organization executing an Order incorporating these terms (“Customer”) and Campus Kaizen, a business unit of Cordance Operations LLC, Delaware limited liability company (“Company”). By signing an Order that incorporates these Terms, or using the Services, you represent that you have the authority to bind the Customer to the Order, these Terms, and any applicable schedules, exhibits, or appendices incorporated or referenced herein.

The parties agree as follows:

1. DEFINITIONS

- 1.1. “Administrator” means the Customer’s primary contact person who coordinates and works with the Company to implement, support, and train the Customer’s Users on their use of the Service.
- 1.2. “Affiliate” of a party means an entity which, directly or indirectly is controlled by, controls or is under common control with that party where “control” of the party or other entity is the possession of the power to direct or cause the direction of the management and policies of the party or other entity, whether by voting, contract or otherwise.
- 1.3. “Agreement” means the Order(s), these terms and conditions and all referenced schedules, exhibits, or appendices hereto, and any mutually executed agreements incorporated herein by reference. The pre-printed terms in any of either party’s purchase orders, acknowledgements, or click-through terms do not apply to modify this Agreement, and such other or additional terms or conditions are void and of no effect.
- 1.4. “Customer Content” means the data, User information, and other content, including text, multimedia images (e.g., graphics and audio and video files), or other material submitted, uploaded, imported, or otherwise provided to or through the Services by Customer or by a third party on behalf of or for the benefit of Customer, including Users of the Services and information such as is available via the admin portal.
- 1.5. “Documentation” means Company’s then-current generally available documentation, specifications, and user manuals for the Services which are available upon login to the Services, as well as any documentation included in or attached to this Agreement, or such other Services-related documents provided by Company to Customer.

- 1.6. "Order" means a written description of Services or Professional Services and the applicable pricing as mutually agreed to by the parties in an order form, quote, proposal, schedule, statement of work, work order or similar document.
- 1.7. "Professional Services" means services provided by Company's staff or subcontractors on behalf of Company pursuant to a mutually agreed Order.
- 1.8. "Services" means Company's proprietary, hosted, integrated software-as-a-service products listed on Customer's Order(s).
- 1.9. "User(s)" means an individual employee of Customer who has been authorized by Customer to use the Services on behalf of Customer. Users may include the employees, consultants, and contractors of Customer (including Administrators).
- 1.10. "Reseller" means an agent authorized by Company to offer and resell Services to Customer.

2. ACCESS AND USE OF THE SERVICES.

- 2.1. Provision of the Services. Company will make its Services available to Customer pursuant to the terms of the Agreement and the Documentation. Company will use commercially reasonable efforts to make the Services available 24x7. Customer acknowledges that Customer's use of the Services requires access to third-party hardware, software, internet and/or telecommunications access (which may involve extra charges), and that Customer's ability to access and use the Services may be affected by Customer's choices and the performance of these products and services. Customer is responsible for all fees and charges imposed by such third parties.
- 2.2. Implementation. Upon execution of this Agreement, Company will provide the implementation and training service described in a mutually agreed Order.
- 2.3. Changes to Services. Company reserves the right to enhance, upgrade, improve, modify or discontinue features of its Services as Company deems appropriate and in its sole discretion. Company will not materially reduce the core functionality or discontinue any Services unless Company provides Customer with prior written notice. If Company discontinues Services or materially reduce the core functionality, Customer may terminate the affected Services or this Agreement with 60 days prior written notice to Company. Company may offer additional functionality to its standard Services or premium feature improvements for an additional cost.
- 2.4. Customer's Registration for the Services. Users may be required to provide information about themselves in order to register for and/or use certain Services. Customer agrees that it is Customer's sole responsibility to verify the accuracy of this information. Customer's Users may also be asked to choose a username and password. Customer is entirely responsible for maintaining the security of those usernames and passwords and agrees not to permit the disclosure to any third party.

2.5. Customer's Use of the Services. Company grants Customer a limited, non-exclusive right to use the Services and Documentation only for Customer's internal business purposes, subject to the terms of its then-current Acceptable Use Policy at <https://campuskaizen.com/acceptable-use-policy/> and this Agreement.

2.6. Limitations on Customer's Use. By using the Services, Customer agrees on behalf of itself, and its Users, not to (i) modify, prepare derivative works of, or reverse engineer the Services; (ii) access or use the Services or Documentation for any purpose competitive with Company; (iii) use the Services in a way that abuses or disrupts Company's networks, user accounts, or the Services; (iv) transmit through the Services any harassing, indecent, obscene, or unlawful material or store or transmit any malicious code; (v) market or resell the Services to any third party; (vi) use the Services in violation of applicable laws or regulations; (vii) use the Services to send unauthorized advertising, or spam; (viii) harvest, collect, or gather User data without their consent; (ix) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; (x) use the Services to commit fraud or impersonate any person or entity; or (xi) use of any Service in a way that circumvents contractual usage limits. Customer understands and acknowledges that Company does not monitor the content passing through its servers, and that it is Customer's sole responsibility to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and does not infringe upon the rights of any third party. Customer will be solely responsible for the Customer Content. In no event will Company be responsible for Customer Content or its accuracy or completeness, or for any loss of Customer Content. Company reserves the right to terminate Services if Company, at its sole discretion, determines that the Customer has acted or is acting in a manner that has or may negatively reflect on the Company, is opposed to the Company's business interests, staff, customers, or prospective customers.

2.7. Responsibility for Users. Customer is responsible for the activities of its Users who access or use the Services through Customer's account, and Customer agrees to ensure that any such Users will comply with the terms of this Agreement. Customer agrees to provide Company prompt notice if Customer becomes aware of any violation of this Agreement in connection with use of the Services by any person.

2.8. Support Services. Company will provide standard customer support for the Services to Customer's Users. Company's standard support hours are 9:00am to 5:00pm, Eastern Time, Monday to Friday, excluding national holidays. Further details of our Support Services are on the attached Exhibit A.

2.9. On-Site Services. Upon Customer's request, in-person implementation/training services may be performed on-site at Customer's location. All on-site visits will be invoiced at a minimum of 8 hours per day. Customer agrees to pay all reasonable expenses associated with on-site visits including, without limitation, travel to and from the site, lodging, meals, etc. Customer will be invoiced and agrees to pay for any implementation/training services cancelled less than ten business days prior to their scheduled date.

2.10. Data Conversion. Company will provide data conversion services upon Customer's request and at the rates stated in an executed Order. Otherwise, Customer will be solely responsible for data conversion, data preparation, data entry, data verification, and any post-conversion clean-up.

3. ORDERS, FEES AND PAYMENT.

3.1. Order(s). Customer's purchase of Services is detailed in an executed Order. All Orders: (i) are effective

on the earlier of the date Customer submit its Order and the date it begins using the Services (“Order Effective Date”); (ii) will be treated as separate and independent Orders; (iii) form part of the Agreement; and (iv) may be subject to Company’s verification and credit approval process. Customer may order additional Services using Company’s then-current ordering processes.

3.2. Fees and Payment. Customer will pay all applicable, undisputed fees for the Services on the terms set forth in the Order, this Agreement, or invoice. Unless otherwise specified in the Order or Invoice, all undisputed fees set forth in an invoice are due and payable net 30 days of the date thereof. Except as set forth in Sections 4.3 and 8 below, any payments Customer makes to Company for access to the Services are final and non-refundable. Customer is responsible for providing accurate and current billing, contact and payment information to Company. Customer agrees that Company may charge its payment card or bill you for all amounts due for your use of the Services, and Company may take steps to update Customer payment information (where permitted) to ensure payment can be processed. Customer agrees that its credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. Company may suspend or terminate the Services if at any time Company determine that Customer’s payment information is inaccurate or not current. Customer is responsible for fees and overdraft charges that Company may incur when Company charges Customer’s card for payment. Company reserves the right to update the price for Services annually in an amount not to exceed CPI plus 5%. Company will provide Customer with notice of any price changes by email, quote, or invoice at least 30 days prior to the change becoming effective. All references to currency will be in US dollars (\$USD).

3.3. Taxes and Withholdings. Customer is responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, or any other similar taxes or fees (collectively, “Taxes and Fees”) imposed by any government entity or collecting agency arising out of Customer’s purchase of the Services, except those taxes and fees based on Company’s net income, or Taxes and Fees for which Customer has provided an exemption certificate. In all cases, Customer will pay the amounts due under this Agreement to Company in full without any right of set-off or deduction.

3.4. Disputes; Delinquent Accounts. Customer must notify Company of any fee dispute within 15 days of the invoice date, and once resolved, Customer agrees to pay those fees within 15 days of such dispute notice. Company may, upon 10 days’ notice to Customer, suspend the Services if Customer does not pay undisputed fees by their due date, and Customer agrees to reimburse Company for all reasonable costs and expenses, including overdraft charges, collection costs and attorneys’ fees, incurred in collecting delinquent amounts. Customer further agrees that Company may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

4. TERM AND TERMINATION.

4.1. Term. The initial term commitment for Customer’s purchase of Services will be as specified on an

Order ("Initial Term") and begins on the Order Effective Date stated in the applicable Order. If the Order is silent, the Initial Term for Services will be 24 months. After the Initial Term, the Term of the Order for Services will automatically renew for additional periods of 12 months each ("Renewal Terms" and collectively with the Initial Term, the "Term"), unless either party provides notice of non-renewal at least 60 days before the Initial Term or then current Renewal Term of the Order expires. Adding Services to an Order. The parties agree to align the term for Services under multiple Orders for Services, but this will not reduce the term for Services under any Order. The expiration of specific Services under one Order does not affect the term of any other Order still in effect.

4.2. Termination for Cause. Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice of such breach by the other party, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business.

4.3. Effect of Termination. If the Agreement or any Services are terminated, Customer will immediately discontinue all use of the terminated Services, except that Company will provide Customer with limited access to the Services for a period of at least 30 days solely to enable Customer to retrieve its Customer Content from the Services. Unless otherwise agreed in writing, Company has no obligation to maintain the Customer Content after this 30-day period. If Company discontinues Services or materially reduce the core functionality in accordance with Section 2.3 above, and Customer elects to terminate the affected Services or this Agreement, Company will provide Customer with a pro rata refund of any prepaid, unused fees. Termination of the Agreement will not affect any claim arising prior to the termination date.

4.4. Survival. The terms of this Agreement will survive the termination or expiration of this Agreement to the extent reasonably necessary to carry out the intent of the parties as indicated herein.

5. PROPRIETARY RIGHTS.

5.1. Company's Proprietary Rights and Marks. Customer acknowledges that Company or its licensors retain all proprietary right, title and interest in (i) the Services and all Documentation; (ii) all intellectual property arising from Professional Services (unless otherwise expressly stated in the applicable Order); and (iii) Company's name, logo, or other marks (together, the "Marks"), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. Except for the express limited rights set forth in this Agreement, no right, title or interest in Company's Services, Documentation, or Marks is granted to Customer. Customer agrees that Customer will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part Company's Marks or is similar to any of these.

5.2. Customer Content. Customer retains all rights to its Customer Content and is solely responsible for the Customer Content sent or transmitted by Customer or displayed or uploaded by Customer in using the

Services and for compliance with all laws pertaining to the Customer Content, including, but not limited to, laws requiring Customer to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. Customer hereby grants Company a worldwide, royalty-free, non-exclusive license to use, modify, reproduce, and distribute Customer Content in order to provide and operate the Services. Company will not view, access, or process any of Customer Content, except: (x) as authorized or instructed by Customer or Customer's Users in this Agreement or in any other agreement between the parties, or (y) as required to comply with Company policies, applicable law, or governmental request, or (z) as may be necessary for the support and performance of the Services.

5.3. Feedback. Customer hereby grants Company a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback Company receives from Customer and Users ("Feedback"). Company also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or initiated by Customer's Feedback.

5.4. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Company may collect and compile data and information related to Customer's use of the Services to be used by Company in an aggregated and anonymized manner, including, but not limited to compile statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer or Customer Content.

5.5. Publicity. Customer agrees that Company may use Customer's name and logo, and refer to Customer, in its promotional and marketing materials including on its website, lists and business presentations.

6. DATA PRIVACY AND SECURITY.

6.1. Security Safeguards. Each party will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Content and any associated personal data that is collected and/or processed through the Services. On Company's part, those safeguards will include commercially reasonable measures designed to prevent unauthorized access, use, modification, deletion, and disclosure of Customer Content. Customer (not Company) has sole responsibility for adequate security, protection, and backup of Customer Content when in Customer's or its representatives' or agents' possession or control.

- 6.2. Sub-processors. Customer acknowledges and agrees that Company may use sub-processors to help provide the Service, who may access Customer Content and any associated personal data, to provide, secure and improve the Services. Before sharing Customer Content with any sub-processors, Company will require that the sub-processor maintains, at a minimum, commercially reasonable data practices for maintaining the confidentiality and security of Customer Content and preventing unauthorized access. Company will be responsible for the acts and omissions of its sub-processors to the same extent that Company would be responsible if Company were performing the Services.
- 6.3. Data Protection Laws. To the extent that Company's provision of the Services involves the processing of Personal Data under applicable data protection law, the parties agree that Customer will be deemed to be the Data Controller, and Company will be deemed to be the Data Processor, as those terms are understood under the applicable data protection law. For the purposes of this Agreement, the term "Personal Data" means any information relating to an identified or identifiable natural person where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.
- 6.4. Privacy Laws. Company acknowledges that Customer Content which includes Personal Data may be protected from disclosure by provincial and or federal law. Company agrees to only retain, use and disclose such data for the purposes of fulfilling its duties under this Agreement and to keep all such data to which it has access in the performance of this Agreement in a secure manner and disclose it only on direction by Customer.
- 6.5. Privacy and FERPA Policy. Company will at all times comply with its Privacy and FERPA policy attached hereto and made a part hereof as Exhibit B and the terms in such Policy comprise the sole responsibility of Company with respect to the subject matter thereof, and, in the event of conflict between the terms thereof and of the body of this Agreement, such Policy shall supersede this Agreement only to the extent necessary to resolve such conflict.

7. CONFIDENTIALITY.

- 7.1. "Confidential Information" means all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Customer Content will be deemed Confidential Information of Customer without any marking or further designation. Company's Services, Documentation and any related intellectual property rights, and the terms and conditions of this Agreement will be deemed Confidential Information of Company without any marking or further designation. Confidential Information will not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge

through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

- 7.2. Each party (as "Receiving Party") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "Disclosing Party") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party will, to the extent legally permitted, provide Disclosing Party with advance written notification, and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

8. WARRANTIES.

- 8.1. Company provides the Professional Services and Services using a commercially reasonable level of care and warrants that the Services will materially conform to their Documentation under normal use. Company's entire liability and Customer's exclusive remedy under this warranty will be, at Company's sole option and subject to applicable law to provide conforming Services or Professional Services, or to terminate the non-conforming Services or Professional Services, and provide a pro-rated refund of any prepaid fees from the date Customer notifies Company of the non-conformance through the end of the remaining term of the applicable Order. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT (i) THE USE OF ITS SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (ii) ITS SERVICES WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS.
- 8.2. Use of the Services may be available through a compatible mobile device, internet access, and may require third party software. Customer agrees that Customer is solely responsible for these requirements, including any applicable changes, updates and fees, as well as the terms of Customer's agreement with Customer's mobile device and telecommunications provider. COMPANY MAKES NO

WARRANTIES OR REPRESENTATION OF ANY KIND, EXPRESS, STATUORY OR IMPLIED AS TO (I) THE AVAILABILITY OF INTERNET OR TELECOMMUNICATION SERVICES FROM CUSTOMER'S THIRD PARTY PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION, (II) ANY LOSS, DAMAGE OR OTHER SECURITY INTRUSION OF THE INTERNET OR TELECOMMUNICATION SERVICES, AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTING CONNECTED WITH THE SERVICES. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

8.3. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD IT LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING PROVIDERS OF THE THIRD-PARTY SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD-PARTY SERVICES RESTS ENTIRELY WITH CUSTOMER.

8.4. No Liability in Connection with Data Accessed Through the Services. Company will not have any liability for damages or issues resulting from the data or other information accessed by Customer or Users through the Services, including any damage to User's computer systems or loss or corruption of data caused by computer viruses contained in such accessed data or information.

9. INDEMNIFICATION.

9.1. Company Indemnity. Company will indemnify and defend Customer against any third-party claim alleging that any of the Services infringe upon any patent or copyright, or violates a trade secret of any such third-party ("IP Claim"), and Company agrees to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. Customer will promptly notify Company of any claim and cooperate with Company in defending the claim. Company will reimburse Customer for reasonable expenses incurred in providing any cooperation or assistance. Company will have full control and authority over the defense and settlement of any claim, except that any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) Customer may join in the defense with its own counsel at its own expense.

9.1.1. If (i) Company becomes aware of an actual or potential IP Claim, or (ii) Customer provides Company with notice of an actual or potential IP Claim, Company may (or in the case of an injunction against Customer, will), at Company's sole option and determination: (a) procure for Customer the right to continue to use the Services; or (b) replace or modify the Services with equivalent or better functionality so that Customer's use is no longer infringing; or (c) if (a) or (b) are not commercially reasonable, terminate provision of the Services and refund to Customer any pre-paid Service fees for any periods after the termination of Customer's use of the Services, less

any outstanding moneys owed by Customer to Company.

9.1.2. The obligations in Section 9.1 do not extend to (i) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Services with other products, software or services not provided by Company; (ii) any IP Claim related to any Customer Content, or (iii) any IP Claim related to any use or exercise of any other right in respect to the Services outside the scope of the rights granted in this Agreement.

9.2. Customer's Indemnity. Unless prohibited by applicable law, Customer will indemnify and defend Company against any third-party claim resulting from a breach of Sections 2.6 or 5.2 or alleging that any of the Customer Content infringes upon any patent or copyright, or violates a trade secret of any party, and Customer agrees to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. Company will promptly notify Customer of any claim and cooperate with Customer in defending the claim. Customer will reimburse Company for reasonable expenses incurred in providing any cooperation or assistance. Customer will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring Company to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) Company may join in the defense with its own counsel at its own expense.

10. LIMITATION ON LIABILITY.

10.1. LIMITATION ON LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR INCIDENTAL LOSS, OR DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, OR (iv) CUSTOMER'S LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

10.2. LIMITATION ON AMOUNT OF LIABILITY. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 9; DATA PROTECTION CLAIMS UNDER SECTION 10.3; OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. The foregoing does not limit your obligations to pay any undisputed fees and other amounts due under this Agreement.

10.3. SUPERCAP FOR DATA PROTECTION CLAIMS. IN THE CASE OF "DATA PROTECTION CLAIMS," EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY

TYPE) WILL NOT EXCEED TWO TIMES (2X) THE "GENERAL LIABILITY CAP". FOR THE PURPOSES OF THIS AGREEMENT, "DATA PROTECTION CLAIMS" MEANS ANY CLAIMS ARISING FROM A PARTY'S BREACH OF SECTION 6 (YOUR PRIVACY AND SECURITY), SECTION 7 (CONFIDENTIALITY IN RELATION TO CUSTOMER CONTENT), OR BREACH OF APPLICABLE DATA PROTECTION LAWS WHICH RESULTS IN THE UNAUTHORIZED ACCESS TO OR USE OF ANY CUSTOMER CONTENT.

10.4. IN NO EVENT WILL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP.

11. COMPLIANCE WITH LAWS. In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, data protection and anti-bribery laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer will not permit its users to access or use any Service or Content Product in a U.S. embargoed country or in violation of any U.S. export law or regulation. Notwithstanding any other provision in these Terms, Company may immediately terminate the Agreement for noncompliance with applicable laws.

12. SUSPENSION OF SERVICES. Company reserves the right to suspend the Services or restrict access or functionalities if (a) Company reasonably believes that Customer or Users have materially violated this Agreement, or (b) Company reasonably determines that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities. Unless legally prohibited, Company will use commercially reasonable efforts to notify Customer when taking any of the foregoing actions. Company will not be liable to Customer or Users or any other third party for any such suspension of Services or reduced functionality. Any suspected fraudulent, abusive, or illegal activity by Customer or Users, may be referred to law enforcement authorities at our sole discretion.

13. ADDITIONAL TERMS.

13.1. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it will provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within 30 days after such notice, knowledgeable executives of the parties will hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation, or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section will not apply to claims subject to indemnification under Section

9 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

- 13.2. Limitation on Bringing Claims; No Jury. By entering into this Agreement, each party is waiving the right to a trial by jury. Any claim arising out of this Agreement must be brought, if at all, within two years of the claim arising. Customer may only resolve disputes with Company on an individual basis and Customer agrees not to bring or participate in any class, consolidated, or representative action against Company or any of its employees or affiliates.
- 13.3. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the State of Delaware. Each party agrees to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Delaware.
- 13.4. Changes to These Terms. Company reserves the right to modify these Terms from time to time. Company will provide Customer with notice of the changes not less than 30 prior to the changes becoming in effect. Notice will be provided by email or by posting on the Company's website. Customer's continued use of the Services beyond 30 days after the notice of changes has been provided will constitute Customer's acceptance of the modified Agreement.
- 13.5. Assignment. Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which will not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates without prior written consent. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- 13.6. Notices. Notices must be sent by personal delivery, overnight courier, or registered or certified mail. Company may also provide notice to the email last designated on Customer's account, electronically via postings on Company's website, in-product notices, or via its self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to Company at 16 W. Martin Street, Raleigh, NC 27601, Attn: Contract Admin, with a copy to the attention of the Revenue Department at the same address; e-mail: revenue@cordance.co, and for notice related to legal matters, to Legal@Cordance.co. Company will send notices to the address last designated on Customer's account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.
- 13.7. Entire Agreement; Order of Precedence. This Agreement, including any applicable Order, sets forth the entire agreement between Customer and Company relating to the Services and/or Professional Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise expressly permitted. If there is a conflict between any of the above referenced documents,

the conflict will be resolved in that order. No modification of or amendment to this Agreement will be effective unless mutually agreed in writing.

13.8. General Terms. If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third-party beneficiary or have the right to modify the Agreement or to make commitments binding on Company. Failure to enforce any right under the Agreement will not waive that right. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g., natural disasters; epidemics, pandemics, terrorist activities, activities of third-party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

13.9. Beta Services. Company may offer Customer access to beta services that are being provided prior to general release ("Beta Services"). Customer understands and agrees that the Beta Services may contain bugs, errors and other defects, and use of the Beta Services is at your sole risk. Customer acknowledges that its use of Beta Services is on a voluntary and optional basis, and Company has no obligation to provide technical support and may discontinue provision of Beta Services at any time in its sole discretion and without prior notice to Customer. These Beta Services are offered "AS-IS", and to the full extent permitted by applicable law, Company disclaims any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If Customer is using Beta Services, Customer agrees to receive related correspondence and updates from Company and acknowledge that opting out may result in cancellation of Customer's access to the Beta Services. If Customer provides Feedback about the Beta Service, Customer agrees that Company owns any Feedback that Customer shares with Company. For the Beta Services only, this Section supersedes any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict. When, if at all, Company releases a Beta Service for general availability, it is no longer a "Beta Service" and is treated as a part of Services for all purposes under this Agreement (including the payment of applicable additional Fees).

TOS Last updated 2025-03-26

Exhibit A - Support Services

Company will use commercially reasonable efforts to ensure that Services will achieve System Availability (as defined below) of at least 99.9% during each calendar year of the Term.

"*System Availability*" means the number of minutes in a year that the key components of the Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (i)

scheduled maintenance, (ii) events of Force Majeure in the Agreement, (iii) malicious attacks on the system, (iv) issues associated with the Customer's computing devices, local area networks or internet service provider connections, or (v) inability to deliver Services because of acts or omissions of Customer or any User. Company reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided reasonable notice and Company reserves the right to change its maintenance window upon prior notice to Customer.

Goal: Company's goal is to achieve 99.9% Service Availability for all customers.

Exceptions: Exceptions are defined as any failure or deficiency of Service Availability caused by or associated with:

1. Circumstances beyond Company's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics, servers or free scripts);
2. Failure of access circuits to Company's Network, unless such failure is caused solely by Company;
3. Scheduled maintenance and emergency maintenance and upgrades;
4. DNS issues outside the direct control of Company;
5. Issues with FTP, POP, IMAP, or SMTP customer access;
6. False SLA breaches reported as a result of outages or errors of any Company measurement system;
7. Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, Drupal, MySQL, etc.), any negligence, willful misconduct, or use of the Services in breach of Company's Terms of Service;
8. E-mail or webmail delivery and transmission;
9. DNS (Domain Name Server) Propagation;
10. Outages elsewhere on the Internet that hinder access to your services. Company is not responsible for browser or DNS caching that may make Customer's site appear inaccessible when others can still access it. Company's obligations apply only to those areas considered under the control of Company: Company server links to the internet, Company routers, and Company servers.

Exhibit B- Privacy & FERPA Policy

In the course of serving its Customers, Campus Kaizen, a business unit of Cordance Operations LLC ("Campus Kaizen") acquires, stores, and transmits Customer communications and information that Customers may regard as private or sensitive. Some of this information - such as the Customer's name, address, telephone number, and credit card data - is provided to Campus Kaizen by its Customers in order to establish service. Other information - such as the Customer's account status, choice of services, and customer logs - is created and maintained by Campus Kaizen in the normal course of providing service. In addition, Campus Kaizen may store Customers' electronic mail and other communications as a necessary incident to the transmission and delivery of those communications. Lastly, by the sheer nature of the services provided, Campus Kaizen acquires, stores, and transmits student data that may be protected by the Family Educational Rights and Privacy Act. The way in which this data is protected is outlined later in this policy.

This Privacy Policy applies only to Campus Kaizen's treatment of data collected online and does not apply to any Campus Kaizen physical data collection practices or to the data collection practices of any third parties, Campus Kaizen's customers, or any entities affiliated with Campus Kaizen. Also, please note that use of Campus Kaizen's services constitutes acceptance of this Privacy Policy. Campus Kaizen's policies and procedures for handling customer and student information have been created with the understanding that Internet technologies are still evolving and that Internet business methods are continuing to evolve to meet the needs and opportunities of the changing technologies. As a result, Campus Kaizen's policies and procedures are subject to change. Changes will be disseminated, and Customers agree to be bound by those changes.

[Disclosure of Customer/Student Information and Communications](#)

Campus Kaizen will not disclose its Customers' personal and account information nor any student information that is stored on its servers unless Campus Kaizen has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of Campus Kaizen, Campus Kaizen's Customers, or others, or where Campus Kaizen has a good faith belief that the law requires such disclosure. Campus Kaizen also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail, other electronic communications, or student information that Campus Kaizen stores or transmits for its Customers. The circumstances under which Campus Kaizen will disclose such electronic Customer communications are when:

is necessary in order to provide service to the Customer;

is necessary to protect the legitimate interests of Campus Kaizen and its Customers;

is required to cooperate with interception orders, warrants, or other legal process that Campus Kaizen determines in its sole discretion to be valid and enforceable; and

is necessary to provide to a law enforcement agency when the contents are inadvertently obtained by Campus Kaizen and appear to pertain to the commission of a crime.

Campus Kaizen may share Customer information with selected partners, for example, to provide Customers with information about products which might be of interest to the Customer or to enable the Customer to take advantage of special partner programs. Campus Kaizen may also use Customer information to provide Customers with system information or information about new or upgraded products.

Campus Kaizen disclaims any intention to censor, edit or engage in ongoing review or surveillance of communications stored on or transmitted through its facilities by customers or others. Campus Kaizen will, however, review, delete, or block access to communications that may harm Campus Kaizen, its customers or third parties. The grounds on which Campus Kaizen may take such action include, but are not limited to, actual or potential violations of Campus Kaizen's Acceptable Use Policy.